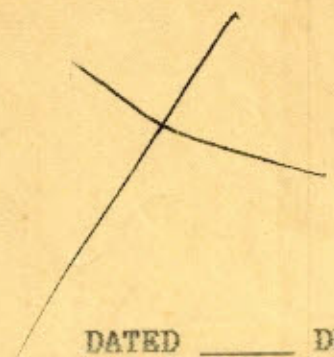


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DATED _____ DECEMBER, 1995

TRUST DEED

OF

TRANSPARENCY INTERNATIONAL

BANGLADESH CHAPTER

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

৳৫০



৳৫০

পঞ্চাশ টাকা

৳ ৭০৯৮৩০৮

১৪-১-৯৬

১৪-১-৯৬

১৪-১-৯৬

1. Mr. Syed Humayun Kabir

2. Mr. Tawfique Nawaz

3. Mr. K. Ghuznavi

4.

5. Mr. Syed Ghulam Kabir

6. Mr. Tawfique Nawaz

7. Mr. S.R. Ghuznavi

8. Mr. Mahfuz Anam

TRUST DEED
OF

TRANSPARENCY INTERNATIONAL BANGLADESH CHAPTER

THIS INDENTURE made at Dhaka on this the _____ day of December, 1995 between (1) ✓ Syed Humayun Kabir and (2) ✓ Tawfique Nawaz hereinafter called the "Settlers" (which expression shall unless inconsistent with or repugnant to the context or meaning thereof, include heirs, executors and representatives) of the ONE PART, and

1. ✓

2. ✓

3. ✓

4.

5. ✓

6. ✓

7. ✓

8. ✓

1. Syed Humayun Kabir, son of late Syed Gholam Kabir of 7A New Bailay Road, Dhaka.
2. Mr. Tawfique Nawaz, son of Late Mr. Aminur Rahman, of 10 North Dhanmondi Road, Kalabagan, Dhaka-1205.
3. Mr. Kazi Aminul Huque, son of Kazi Anwarul Huque, House 4, Road 12, Dhanmondi R.A. Dhaka.
4. Professor Khan Sarwar Murshid, son of late Mr. Ali Ahmed Khan, of 765 Satmasjid Road, Dhaka.
5. Professor Muzaffer Ahmed, son of late Mr. Nazir Ahmed, of 71 Satmasjid Road, Dhaka.
6. Mr. Samson H. Chowdhury, son of late Mr. E.H. Chowdhury, of 70-B, West Raja Bazar, Tajgaon, Dhaka.
7. Mrs. S.R. Ghuznavi, wife of Mr. F.K. Ghuznavi, of House 8, Road 3, Baridhara, Dhaka; and
8. Mr. Mahfuz Anam, son of late Mr. Abdul Mansur Ahmed, of House 25, Road 4, Dhanmondi R.A., Dhaka.

1 *[Signature]*

2 *[Signature]*

3 *[Signature]*

4

5 *[Signature]*

6 *[Signature]*

7 *[Signature]*
14-1-76

8 *[Signature]*
14-1-76

Bangladesh residing in Bangladesh or abroad irrespective of class, creed, gender, community or religion.

AND WHEREAS with a view to carrying out their desire the Settlers have delivered an amount mentioned hereinafter to the Trustees for the purpose of being held upon the Trust hereinafter contained;

AND WHEREAS it is the desire and belief of the Settlers that the corpus of the Trust fund of this Trust may be further augmented from time to time through gifts, grants, donations, bequests and legacies and otherwise;

AND WHEREAS the Settlers and other Trustees have consented to act as the first Trustees of these presents and to accept the Trusts under these presents as testified to by their being parties to and executing the same.

NOW THIS INDENTURE WITNESSETH and it is hereby declared as follows :

1. In pursuance of the said desire and for carrying out such desire into effect the Settlers have, prior to the execution of these presents, together handed over unto the Trustees a sum of Tk.20,000/ (Taka Twenty Thousand) only, by two separate cheques (receipt of which sum of the Trustees does hereby admit and acknowledge) and the Trustees shall hold the Trust fund for the objects and purposes hereinafter declared and the Trustees shall

1. *Will*
 2. *Shauq*
 3. *R. B. B.*
 4. *4*
 5. *Rugaffer - Ahmad*
 6. *Thamud*
 7. *A. R. Ghaznavi*
 8. *Chaman*
 14-1-96

hold the Trust fund for the objects and purposes hereinafter declared.

2. For the consideration aforesaid, the Trustees do hereby covenant with the Settlers that they, the Trustees, will hold and stand possessed of the said sum of Tk. 20,000/- (Taka Twenty Thousand) and all other dividends, profits, income to accrue upon and the investments, shares, stock, funds, securities and other" properties whether movable or immovable which may under the trusts and provisions of these presents be collected or added in the execution of the trusts and powers of these presents, including all donations, contributions, gifts, bequests and legacies which the Trustees herein or the Trustees for the time being of these presents may receive in pursuance of the powers hereinafter contained in cash or otherwise, all of which are hereinafter in these presents designated as the Trust Fund upon Trust for the use and subject to the powers, provisions, directions and agreements hereinafter declared and contained in and concerning the same.

3. The Trust hereby declared shall always be known Transparency International Bangladesh Chapter and shall be irrevocable and shall not be for the benefit of any particular religion, community or caste.

4. The registered office of the Trust will be initially located care of Renata Ltd, at 6/3 Segun Bagicha, Dhaka-1000, Bangladesh.

Shauq
Will

4
 14-1-96

1 *Shawab*
 2 *Shawab*
 3 *H. B. A.*
 4
 5 *Key after Ahmad*
 6 *Mumukh*
 7 *A. R. Shazwan*
 8 *Shawab*
 14-1-96

5. The main objects of the Trust shall be:

- (A) to promote and provide for the development of institutions, laws and rules for the establishment of an efficient system for ensuring transparency in governance, politics and business transactions and combating corruption.
- (B) to promote and provide for transparency in economic activities with a view to combating corruption and thus improving efficiency and productivity of economic resources.
- (C) to promote and provide for the propagation of transparency in business transactions and combating corruption.
- (D) to promote the implementation of policies, laws and rules which would ensure transparency in business transactins and combat corruption.
- (E) to promote and provide for the monitoring of transparency in business transactions and corruption.
- (F) to promote and provide for transparency in business transactions involving the government, statutory bodies, non-government organisations and other private entitles, where there is a direct or indirect bearing on corruption and/or unlawful business practices.
- (G) to promote and provide transparency in the standards and practices of accounting.

Shawab
Shawab

1. *Amir*
 2. *Shaukat*
 3. *H. B. Khan*
 4. *4*
 5. *T. Huzaffer Ahmad*
 6. *Amir*
 7. *S. R. Huzaffer*
 8. *Shaukat*
 14-1-76

- (H) to promote and provide for transparency in the conduct of the law enforcing agencies and other governmental departments and agencies whose activities have a regulatory, supervisory or investigative role with regard to business transactions.
- (I) to promote, organise conferences, lectures, seminars and set up study groups and training programmes for the furtherance of the objects of the Trust.
- (J) to establish and maintain libraries and information services to facilitate transparency in business transactions.
- (K) to co-operate with approved institutions and bodies for the purpose of enabling transparency in business transactions.
- (L) to issue appeals and applications for money and funds in the furtherance of the said objects and to accept gifts, donations and subscriptions in cash and securities and of any property either movable or immovable.
- (M) to borrow money for the furtherance of the objects of the Trust and to invest and deal with funds and money of the Trust.
- (N) to acquire, purchase or otherwise own or take on lease or hire in Dhaka or outside, temporarily or permanently any movable or immovable property necessary or convenient for the furtherance of the objects of the Trust.

Shaukat
Amir

1 MNC

2 Shewy

3 R. S. S.

4

5 Hey after Ahmad

6 T. M. M.

7 A. R. Shyngaw
14-1-96

8 A. R. Shyngaw
14-1-96

- (O) to acquire, take over or accept by way of gift the assets of any other Trust/Society, Institute or entity with similar objects.
- (P) to sell, mortgage, lease, or exchange by otherwise transfer dispose of all or any property, movable or immovable of the Trust for the furtherance of the objects of the Trust.
- (Q) to construct, maintain, alter, improve or develop any buildings or works necessary or convenient for the purposes of the Trust.
- (R) to undertake and accept the management of any endowment or trust fund or donation.
- (S) to do all such other lawful things as are conducive or incidental to the attainment of the above objects and furthering the growth of the Trust.

6. The Trustees shall, subject to the provisions of this Deed, pay, expand or utilise in Bangladesh the Trust funds (income or corpus) or such part thereof, as they shall in their absolute discretion, but subject always to the other provisions hereof, think fit exclusively for all or anyone or more of the objects aforesaid and accumulation of income shall also be made and deemed to have been made in pursuance of such objects and purposes as aforesaid PROVIDED:

- (a) That notwithstanding anything hereinbefore or hereinafter contained, the income as also the corpus of the Trust funds shall

1 *W. H. H.*

2 *G. H. H.*

3 *R. G. H.*

4

5 *Henry H. H.*

6 *Th. H. H.*

7 *A. R. H. H.*

14-1-26

8 *Ch. H. H.*

14-1-26

be applied and be applicable to or for such purposes and objects and subject to such conditions or limitations, if any, as may from time to time be laid down in the Income Tax Ordinance, 1984, or any other Act governing the taxation of income as will ensure or make the Trust hereby established and its income as eligible for exemption from taxation under the Income Tax Ordinance, 1984, or any replacement or re-enactment thereof or modification thereof or under any other government taxation for the time being in force in Bangladesh.

(b) And further so that the Trust hereby established shall be one to which the relevant exemption provisions of the Income Tax Act, 1984 including Section 44 or any replacement, re-enactment or modification thereof such provisions for the time being in force shall apply so that any donation thereto be recognised eligible for exemption or relief from tax in regard to the donor.

(c) It is expressly declared that no part of the income or corpus of the Trust funds shall be employed for any object or purpose other than that of the Trust set out herein.

(d) It is also expressly declared that the monies handed over by the Settlers to the Trustees and being the subject matter of the Trust hereby created are not for the purpose of discharging any obligations of the Settlers, Trustees or any other person, nor for the purpose of any benefit to the Settlers, Trustees or any other person, save and except upon Trust as hereby declared.

*Shawar
H. H.*

1 *[Signature]*

2 *[Signature]*

3 *[Signature]*

4

5 *[Signature]*

6 *[Signature]*

7 *[Signature]*
14-1-96

8 *[Signature]*
14-1-96

7. It shall be lawful for the Trustees, subject to the provisions hereof, to frame rules and regulations for the administration of this Trust and for regulation and conduct of meetings and proceedings of the Trustees and from time to time alter, vary, modify or repeal such rules and regulations and to substitute other rules and regulations in lieu thereof.

8. The Trustees shall be at liberty to retain the Trust funds in the state of investment in which they receive it or to invest and accumulate the same or any part thereof in or upon any Investment for the time being authorised by law for investments of public Trust and with further powers to invest the same subject to any enactment regulating investment of charity funds in any one or more of the following :

(a) in or upon fixed deposits in any scheduled bank or banks;

(b) in or upon the purchase of lands or immovable properties in Bangladesh or gain any leasehold interests;

(c) in or upon mortgage of immovable properties in Bangladesh.

(d) in or upon construction or purchase of buildings, flats, godowns, tenements or houses on ownership basis or as a member of co-operative society or limited company and as part or incident of such construction or purchase of buildings, flats, godowns etc. or of such membership in purchase of shares, loans stock debentures etc. of such Society or Company;

[Handwritten signature]

1. *Wick*

2. *Henry*

3. *R. C. A.*

5. *Myaffet Hmad*

6. *Thamand*

7. *A. R. Ghazwan*
14-1-76

8. *Bar*
14-1-76

11. The Trustees shall maintain true and accurate accounts of all monies received and expended for the Trust and of the matters for which such receipts and expenditure took place. The account books shall be made up at the end of each financial year, i.e. 30 June of each year, when the consolidated statement of income and expenditure account and balance sheet of the year shall also be prepared.

12. The accounts and consolidated statements shall be examined and passed by the Trustees at their meetings of the following year or at such other meetings as may be called for the purpose. The accounts shall be duly audited with all the necessary vouchers at least once a year by a Chartered Accountant.

13. All proper charges and expenses of or incidental to the management or administration of the Trust shall be first defrayed by the Trustees out of the income of the Trust properties, subject to the payment aforesaid, all the yearly income of the Trust shall be paid, expended or utilised as provided in Clause 6 hereof.

14. There shall be a Chairperson, a Secretary-General and Treasurer of the Trust who shall be elected by the Trustees from amongst themselves and shall hold office as such for the term of his election, provided that upon any re-election as a Trustee, such Trustee shall not automatically be, nor be deemed to be the Chairman, Secretary General, or Treasurer unless also elected as such.

*Shaukat
APM*

1. *[Signature]*

2. *[Signature]*

3. *[Signature]*

4. *[Signature]*

5. *[Signature]*

6. *[Signature]*
14-1-96

7. *[Signature]*
14-1-96

15. The First Chairperson of the Trust shall be Syed Humayun Kabir, the First Secretary General, Mr. Tawfique Nawaz and the First Treasurer, Kazi Aminul Huque.

16. Notwithstanding anything contained in these presents the First Chairperson, First Secretary General and the First Treasurer shall hold office until 31 December, 1996.

17. Trustees shall be elected from amongst eminent men and women having a strong commitment for developing the Trust.

18. Without prejudice to the generality of the powers conferred elsewhere in this Deed, the Board of Trustees shall have the following amongst other powers:

- (a) to prepare and execute detailed plans and programmes for the furtherance of the objects of the Trust;
- (b) lay down the policies of the Trust;
- (c) lay down administrative guidelines;
- (d) approve budgets;
- (e) determine investment policies;
- (f) undertake fund raising;
- (g) safeguard the financial position of the Trust;
- (h) appoint the Chief Executive to be known as the Executive Director/Secretary on terms and conditions as may be prescribed by the Board of Trustees.
- (i) to appoint and contract such staff as may be necessary for the efficient management of the affairs of the Trust;

[Signature]
[Signature]

1. *Wick*

2. *Shaw*

3. *R. B. Shaw*

4.

5. *Elizabeth Shaw*

6. *Thurmond*

7. *A. R. Fitzgerald*

14-9-76

8. *Shaw* 14-1-76

- (j) appoint an Advisory Committee to assist in realising the objects of the Trust;
- (k) to receive contributions, grants, donations, gifts from persons it may so decide to do.

19. (a) The number of Trustees shall not be less than five nor more than eleven.

(b) The Trustees for the time being shall consist of the 8 (eight) persons whose names appear under the provisions hereof and such other Trustees as may be elected by them.

(c) Trustees shall be elected in accordance with the procedure prescribed by the Trustees which may be amended from time to time.

(d) An elected Trustee shall hold office for a term of three years, but shall be eligible for re-election.

20. Every new Trustee elected in place of an outgoing Trustee whether retiring or elected to fill a casual vacancy caused by death, resignation or otherwise of a Trustee shall hold office for the remainder of the term of the Trustee in whose place the new Trustee is elected.

21. In case any of the said Trustees for the time being of these presents shall become bankrupt or insolvent or shall be convicted of any criminal offence involving moral turpitude, then and in every such case it shall be lawful for the other trustees to give notice to such trustee of becoming bankrupt or insolvent or being

Shaw
R. B. Shaw

1 *CPM*

2 *Shawar*

3 *R. B. S.*

5 *Hayaffes Ahmad*

6 *Thumud*

7 *A. R. Shuzuan*
14-1-96

8 *Shawar*
14-1-96

convicted of any criminal offence involving moral turpitude by notice at his last known address intimating that he is removed as trustee of these presents and thereupon such trustee of these presents shall cease to be a trustee of these presents and such trustee shall after receipt of such notice and whenever called upon to do so, do all necessary acts on his part to vest in the said trust fund in the continuing Trustee or Trustees or any such continuing trustee or trustees jointly with the new Trustees to be appointed under the provisions in that behalf hereinafter contained.

22. In case and so often as the Trustees hereby constituted or any future trustees or trustee of these presents be removed or shall die or desire to retire or refuse or become incapable to act in the Trust hereof or take the benefit of the Insolvency Law for the time being in force then and in every such case it shall be lawful for the surviving or continuing Trustees for the time being of these presents to elect a new Trustee.

23. Upon every such election of the Trustees as aforesaid the Trust Funds shall be so transferred as to become vested in the New Trustees or Trustee jointly with the continuing Trustees and every newly elected Trustee as well as before as after the said Trust Funds shall have become vested in him shall have all the powers and authorities of the Trustees under these presents.

24. The Trustees or persons charged with the duty of electing new or additional Trustees under these presents shall be bound to follow or observe the following rules in the matter :

Shawar
CPM

1 *W. H. H.*

2 *Sperry*

3 *R. B. D.*

4

5 *Huyaffor Kimad*

6 *Thurmond*

7 *S. R. Hughes*
14-1-96

8 *Cham*
14-1-96

(a) The election of a new/additional Trustee(s) will be made by the affirmative vote of at least two-thirds of the Trustees or the number closest to it as possible.

(b) The new or additional Trustee would be an individual of high distinction.

25. (i) The Trustees may meet together for the despatch of the business, adjourn and otherwise regulate their meetings and proceedings as they may think fit.

(ii) A resolution passed without any meeting of the Trustees and evidenced by writing under the hands of the majority of the Trustees shall be as valid and effectual as a Resolution duly passed at a meeting of the Trustees held in accordance with the provisions of these presents.

26. All books of accounts, records, title deeds and other documents of the properties of the Trust shall remain in the custody of the Chairman for the time being.

27. In case of any difference of opinion among the said Trustees for the time being in any manner concerning the said Trust including interpretation of these presents, the power of appointment of the Trustees or any other matter of the Trust or questions relating to or arising to or arising out of the said Trust or its business, subject to the other provisions hereof, the opinion of the majority and in case of tie, the casting vote of the Chairman shall prevail and be binding and conclusive.

Shawte
SPM

1. *[Signature]*

2. *[Signature]*

3. *[Signature]*

4.

5. *[Signature]*

6. *[Signature]*

7. *[Signature]*
14-1-76

8. *[Signature]*
14-1-76

28. IT IS HEREBY DECLARED that the Trust shall be and remain irrevocable for all times to come but in case the Trustees so decide unanimously, they may hand over the corpus of the Trust Fund to any other Trust or Institution or Society being a Society registered under the Societies Registration Act, 1860 or having identical or similar objects and purposes to such terms and conditions as the Trustees may think to impose at the time of handing over the Trust Fund to the intent and purpose that thereafter the Trust Fund shall be owned and managed by such Trust, Institution or Society for the purpose of their objects.

IN WITNESS WHEREOF, the Parties hereto set and subscribed their respective hands the day and year above written.

SIGNED AND DELIVERED

by the above named settlors

1. SYED HUMANYUN KABIR

2. MR. TAWFIQUE NAWAZ

[Signature]
[Signature]

In the presence of :

1.

2.

SIGNED AND DELIVERED

by withinnamed Trustees

1. Syed Humayun Kabir

2. Mr. Tawfique Nawaz

3. Mr. Kazi Aminul Huque

4. Professor Khan Sarwar Murshid

5. Professor Musaffer Ahmed

6. Mr. Samson H. Chowdhury

7. Mrs. S.R. Ghuznavi

8. Mr. Mahfuz Anam

IN THE PRESENCE OF :

1. Md. Kamran Ali Siddiqui, Advocate

12224 Motijheel C/A, Dhaka-1000

2. Moaazem Hossain

Renata Ltd, 6/3, Segun Bagicha,
Dhaka-1000.