

THIS TRUST DEED is made on (Date)

BETWEEN

Persons/ The entity named in **Part I** of the Schedule
(Hereinafter referred to as the “**Founder**” on one part)

AND

Persons named in **Part II** of the Schedule
(Hereinafter referred to as the “**Trustees**” on the other part)

WHEREAS

- (a) The Founder is desirous to entrust Trust Property as stipulated to be administrated by the trustees appointed by the Founder as specified under Part II of the Schedule for the establishment of “[**Foundation’s Name**]” hereinafter referred to as the “**Foundation**”) with the main objectives as specified clearly in Clause 2.2 of this Trust Deed; and
- (b) Without prejudice to the general purpose of the Trust Fund (defined herein below), the Trustees have power from time to time and at any time to use the Trust Fund exclusively whether partly or wholly from its revenue without seeking any profit and without any political interest.

NOW THIS DEED WITNESSES as follows:

1.0 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Deed the following expressions shall have the following meanings unless inconsistent with the subject or context:

- (a) **“Act”** means the Trustees (Incorporation) Act 1952 [Act 258] including any regulation made thereunder and as may be amended from time to time.
- (b) **“Minister”** means the Minister who is responsible for the incorporation of Trustee under the Act and the issuance of Certificate of Incorporation through the Legal Affairs Division, Prime Minister’s Department.
- (c) **“Trust Deed”** means the instrument signed by the Founder and the Trustees including all schedules, annexures, amendments and additions as may be inserted by the Founder and the Trustees from time to time.
- (d) **“Founder”** means **[First Founder’s Name (NRIC No.: xxx)]** and **[Second Founder’s Name (NRIC No.: xxx)]**.
or
means **[Company/Society/Organization Name (Registration No.: xxx)]**.
- (e) **“Trustees”** Means the Trustees appointed under this Trust Deed and “Trustee” means any one of the Trustees.
- (f) **“[Foundation’s Name]”** means the trustees incorporated under this Deed.

- (g) **“Trust Fund”** means such monies, investment or existing property thereafter subject to trust and this Trust Deed.

1.2 Interpretations

- (a) Words denoting the singular number shall include the plural number and vice versa;
- (b) Words denoting the neuter gender shall include the masculine and feminine genders and vice versa;
- (c) Words denoting persons shall include firms, associations, corporations, governments, governmental authorities and departments, institutions and statutory bodies whether (in any case) incorporated or not;
- (d) Headings are for convenience only and shall be ignored in the interpretation of this Deed;
- (e) References to any of Statute; shall be construed as including references to the statute as amended or modified from time to time and in the event that the statute is repealed shall be construed as including references to the statute which replaces the statute so repealed and any amendments or modifications thereto from time to time; and
- (f) References to any particular section which may be repealed and replaced shall include references to any section which replaces the section so repealed and any amendments or modifications thereto from time to time.

2.0 BACKGROUND OF THE FOUNDATION

2.1 Name

- (a) The Trustees shall be collectively known as **[Foundation's Name]** and shall apply for a certificate of incorporation in accordance with the provision of the Act as a body corporate and it is hereby declared that as soon as the said certificate of incorporation is issued and for so long as it continues in effect, the word "registered" shall be added on the name **[Foundation's Name]** and the name of the Trustees shall become "**The Trustees of [Foundation's Name] Registered**".
- (b) So long as the Trustees are incorporated under the Act, they shall comply with all the provisions under Act 258 together with its amendments from time to time it shall also subject to other laws in force.

2.2 Objectives

- (a) The objectives for the incorporation of the foundation are as follows:
- i. **[xxx]**;
 - ii. **[xxx]**; and
 - iii. **[xxx]**.

[FOUNDATION'S OBJECTIVES]

- (b) The objectives can be achieved by carrying out the following activities and programmes:
- i. **[xxx]**;

ii. [xxx]; and

iii. [xxx].

[ACTIVITIES PLANNED TO ACHIEVE FOUNDATION'S OBJECTIVE]

2.3 Foundation's Registered Office Address

(a) **[Foundation's Name]** shall carry out its works at the following registered address:

[Foundation's Address]

(b) Any change of address shall be notified as soon as possible to the Legal Affairs Division of the Prime Minister's Department.

2.4 Common Seal

(a) Immediately upon issuance of the Certificate of Incorporation under the Act to the Trustees, the Trustees shall have a common seal with a device bearing the inscription "**THE TRUSTEES OF [Foundation's Name] REGISTERED**".

(b) The common seal shall be kept safely in the custody of the Chairman of the Board of Trustees.

(c) The common seal should be used in every agreement between the Board of Trustees and the other party which shall be witnessed by the Chairman of the Board of the Trustees or by whoever appointed by the Board of Trustees with at least one of the Trustees.

3.0 BOARD OF TRUSTEES

3.1 Appointment of Trustees

- (a) The total number of Trustees can be increased or decreased to not less than **three (3)** and not more than **[number (xx)]** Trustees, whereby at least sixty per cent (60%) of members of the Board of Trustees shall be independent members who are not connected to the Foundation or the Founder.
- (b) The power to appoint new trustee, re-appoint trustee and dismiss trustee shall be determined by the Founder or the Board of Trustees with consent from the Founder.
- (c) The Trustees shall serve for a period of **[number (xx)] years**. In any event, the Trustees may be re-appointed if so decide by the Founder or the Board of Trustees with consent from the Founder.
- (d) Subject to the application of section 5 of Act 258, every appointment of new trustee shall be certified by the Trustees to the Minister upon the completion of such appointment.
- (e) In carrying out any powers provided under this Deed, the appointed Trustees shall also comply with the laws in force.

3.2 Membership of the Board of Trustees

The Board of Trustees shall comprise of a Chairman who is appointed among the Trustees and other Trustees who shall be the members.

3.3 Powers of the Board of Trustees

- (a) The Board of Trustees shall make decision in writing through circular resolution and the said resolution shall be signed by everyone in the Board of Trustees.
- (b) The Board of Trustees may appoint and has the power to appoint any agent or service provider to assist the Trustees in handling administrative and managing matters of **[Foundation's Name]**.

3.3 Dismissal and Disqualification of Trustees

- (a) A person shall immediately cease to be a Trustee under this Deed if:
 - (i) he is subject to a disqualification under section 6A of the Act;
 - (ii) he is adjudged a bankrupt;
 - (iii) he becomes of unsound mind or dies or suffers permanent incapacity or is absent from or takes residence outside Malaysia, which would in the opinion of the Board of Trustees, restrict his ability to discharge and execute his obligations pursuant to this Deed;
 - (iv) he communicates in writing to the Board of Trustees, an intention to resign as a trustee hereunder;
 - (v) he is convicted of any criminal offence;
 - (vi) he fails to declare any interests in any transactions and issues discussed;

- (vii) the other Trustees shall unanimously resolve to remove him on the ground that his continued appointment as a Trustee would adversely affect the goodwill, reputation and object of the Foundation or the intended purposes of Trust Fund or the Board of Trustees generally;
 - (viii) he fails, to attend three (3) consecutive meetings of the Board of Trustees without written notice; or
 - (ix) his tenure expires.
- (b) Every new appointment or reappointment of trustee shall be certified by the Honorary Minister through The Legal Affairs Division of the Prime Minister's Department (BHEUU, JPM). Any notification, retirement or resignation and/or changes of the trustee(s) must be disclosed and shall be made known to the Honorary Minister.

4.0 TRUST FUND

- 4.1 All property, movable or immovable of whatever description to be held in trust by the Trustees for **[Foundation's Name]** is to be known as the "**Trust Fund**". The Trustee shall hold and apply the Trust Fund for the purpose of achieving the objectives for the incorporation of the foundation.
- 4.2 In carrying out trust and subject to the Deed and any law in force, the Trustee may, sometime in future, sell and change the form of all interests of property to cash with the consent of the **[all Founders/ company's representative/society's representative]** and all members of the Board of Trustees through written resolution.
- 4.3 The Trustees have the discretion and in accordance with the fiduciary principle to invest **not more than 25%** of the Trust Fund of

[Foundation's Name] in any form of investment and the type of investment permitted by law in accordance with the investment policy set forth from time to time. .

4.4 Trustees may utilize **not more than 20%** of the **[Foundation's Name]** Trust Fund for the purpose of defraying all management expenses and any expenses incurred for meeting the objectives of establishment, travel and administration of the foundation.

4.5 The Trustees shall undertake, promote and fulfill the aspirations of the establishment of the Foundation that has been specified in clause 2.2 of this Trust Deed, and from time to time raise funds by conducting activities as follows:-

i. **[xx]**;

ii. **[xx]**; and

iii. **[xx]**.

[ACTIVITIES PLANNED FOR THE PURPOSE OF ACCUMULATING FUNDS]

5.0 FINANCIAL MATTERS

5.1 The Founders hereby assign RM **[INITIAL CONTRIBUTION]** (Ringgit Malaysia **[INITIAL CONTRIBUTION]**) as the initial contribution for the setting up of the Foundation.

5.2 The Trustees shall provide for books of accounts in which shall be kept all proper account of all moneys received and paid respectively by or on behalf of the Trustees for the purposes of this Deed.

5.3 The accounts shall include a full record of all investments and financial transactions including supporting documentation and the

Trustees shall arrange for the accounts to be audited yearly by an approved firm of Certified Public Accountants.

- 5.4 The financial year end for **[Foundation's Name]** shall be on **[xx]** every year.
- 5.5 Pursuant to Section 15 of the Act, the Trustees shall submit the annual return statement that has been audited by registered accredited auditor together with the statement of asset and liability of the foundation to the Honorary Minister through The Legal Affairs Division of the Prime Minister Department and Director General of the Inland Revenue Board of Malaysia (DGIR).
- 5.4 All cheque payment signed by ant two (2) of the Trustees shall be deemed as valid payment approved by the meeting of the Board of Trustees provided that it follows the scope of jurisdiction fixed in the resolution of the Board of Trustees.

6.0 MEETINGS

- 6.1 The Board of Trustees shall hold at least **[NUMBER OF MEETINGS]** ordinary meeting in each financial year at a time and place to be determined by the Board of Trustees. The Trustees may call for an ordinary meeting by giving not less than **[NO OF DAYS]** days notice to the other Trustees of the matters to be discussed.
- 6.2 Chairman of the Board of Trustees reserves a right to call for a special meeting at any time by giving not less than **[NO OF DAYS]** days' notice to the other Trustees of the matters to be discussed. The Chairman of the Board of Trustees shall also have the right to vote.
- 6.3 The Trustees shall provide for and keep a minute book in which shall be entered the proceedings of the Trustees and which shall be signed by the presiding Chairman or Deputy Chairman as the case may be,

at the conclusion of each meeting or at some future meeting if the minutes shall have been duly confirmed.

- 6.4 The quorum necessary at any meetings of the Trustees may be fixed by the Trustees and unless so fixed at any other number, shall be **three (3)** or **minimum of two-third (2/3)** of the Trustees appointed whichever is higher. A meeting of Trustees at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercised by the Trustees.
- 6.5 Every question or matter requiring a decision exclusive of appointment and removal of a Trustee, at a meeting of the Trustees at which a quorum is present shall be determined by the **[VOTING METHOD]** of the votes of the Trustees present and voting on the question or matter.
- 6.6 In case of an equality of votes at any meeting of the Trustees, the Chairman of the meeting shall have a second or casting vote.
- 6.7 Where an ordinary meeting cannot be held, the passing of a resolution can be done via a circular resolution and such circular resolution shall be signed by all the Trustees.

7.0 BANK ACCOUNT

- 7.1 The Trustees may from time to time open and keep a bank account or a few bank accounts in one or more banks as may be decided by the Board of Trustees.
- 7.2 The Board of Trustees may also at any time pay any moneys that forms part of the Trust Fund into the credit of any of the account or deposit any moneys with any bank.

7.3 All cheques and instructions for payment of moneys shall be signed by the Chairman of the Board of Trustees and one more Trustee where the two of them are authorized by the resolution of the Board of Trustees.

7.4 The reduction of the power of the Board of Trustees to sign the cheque shall not be made unless with the resolution of the Board of Trustees and it shall follow the method as it deems fit and proper.

8.0 LIABILITY

Subject to the provisions of the Act and to any other laws, for the time being in force, all Trustees, notwithstanding their incorporation, shall be chargeable for such property as shall come into their hands, and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of the foundation and its property.

9.0 CHANGES OR AMENDMENT ON TRUST DEED

9.1 The Board of Trustees may, upon an unanimous resolution of the Trustees, at any time and from time to time amend, revoke, add to or alter any of the provisions of this Deed.

9.2 Where the Trustees has been registered under the Act 258, any amendments, revocation, additions or alterations of any of the provisions of this Deed shall be executed through Supplemental Trust Deed and only take effect upon approval of the Minister through the Legal Affairs Division, Prime Minister's Department.

10.0 DISSOLUTION OF FOUNDATION

10.1 In the event of dissolution of the Foundation, either by way of revocation or suspension of certificate of incorporation by minister under Section 17 of Act 258 or by way of voluntary dissolution under

section 18 of Act 258, the trust constituted herein, all surplus funds and assets after the dissatisfaction of all debts and liabilities of the Foundation, shall be donated to government entity, other trusts or funds or associations approved by the DGIR.

10.2 In accordance to the Section 18 of the Act 258, the dissolution of Foundation must be made known to the Honorary Minister through The Legal Affairs Division of the Prime Minister's Department (BHEUU, JPM).

11.0 GOVERNING LAW

11.1 This Deed is established under the laws of Malaysia and the rights of all persons hereunder and the construction and effect of each and every provision hereof shall be subject to the jurisdiction of the Malaysian Courts and construed according to the laws of Malaysia.

[The rest of this page is intentionally left blank]

IN WITNESS WHEREOF the parties have hereunto set their hands and seal the day and year first above written:-

SIGNED by Founder)
In the presence of: -)
)

.....
Name:
NRIC no:

.....
Witness Name:
Witness NRIC No:

.....
Name:
NRIC no:

SIGNED by the TRUSTEES)
In the presence of :-)

.....
Witness Name:
Witness NRIC no:

.....
Name:
NRIC no:

.....
Name:
NRIC no:

.....
Name:
NRIC no:

SCHEDULE

Part I (Founder)

No.	Name	NRIC No./ Company Registration No./ Society Registration No.	Address

Part II (Trustees)

No.	Name	NRIC No.	Address	Tenure

DRAFT