

*h.j.l.B  
statut juridique*

DATED

*29 January*

1990

THE ACADEMIA EUROPAEA TRUST

TRUST DEED

Hewitson Becke & Shaw

Shakespeare House

42, Newmarket Road

Cambridge

CE REP

**Hewitson Becke+Shaw**

*29*

THIS DECLARATION OF TRUST is made the *Twenty ninth* day of *January* One thousand nine hundred and ninety by SIR ARNOLD STANLEY VINCENT BURGEM of 2 Stukeley Close Cambridge DAVID MAGNUSSON of Algvagen 5 S 181 43 Lidingo Sweden RUURD VAN LIESHOUT of Messchaertlaan 4 1272 Nz Huizen The Netherlands SIR MICHAEL FRANCIS ATIYAH of Shotover Mound Spring Lane Headington Oxfordshire THE RIGHT HONOURABLE THE LORD BRIAN HILTON FLOWERS of 48 Gordon Square London WC1H OPD and THE RIGHT HONOURABLE THE LORD GEORGE PORTER of The Royal Society 6 Carlton House Terrace London SW1Y 5AG (hereinafter called "the Trustees" which expression shall include the trustees or trustee for the time being hereof)

W H E R E A S :-

(1) It has been resolved to constitute a trust for the charitable objects hereinafter declared

(2) The Trustees have raised the sum of Five Thousand Pounds (£5,000) and intend to raise other funds and accept gifts for the said objects

NOW THIS DEED WITNESSETH as follows :-

1. THE Trust hereby constituted shall be known as THE ACADEMIA EUROPAEA TRUST (hereinafter called "the Trust")

2. THROUGHOUT these presents (where the context so admits) the masculine shall be deemed to include the feminine and the singular to include the plural and the following expressions shall have the following respective meanings :-

Expression

Meaning

\_\_\_\_\_

The Trust Fund

\_\_\_\_\_

(a) the said sum of Five

Thousand Pounds (£5,000)

(b) all property accepted by the Trustees as additions to the Trust Fund (including property accepted subject to special conditions)

(b) all accumulations of the income of the Trust Fund lawfully made

(d) the property from time to time representing (a) to (c) above

The charitable objects

The objects declared by Clause 4 (1) of this Deed

3. (a) The Trustees shall hold the Trust Fund upon trust either to retain the same in its existing state of investment or to sell the same and to invest the proceeds of sale in any investments hereby authorised with power from time to time to change such investments for others similarly authorised

(b) The Trustees shall stand possessed of the income of the Trust Fund upon trust (subject to any exercise of their power of accumulation hereinafter contained) to pay or apply the same for the charitable objects

(c) The Trustees shall stand possessed of the capital of the Trust Fund upon trust at their absolute discretion either to

retain the same or to pay or apply the same for the charitable objects

(d) All the property subject to the trusts of this Deed may be expended for the charitable objects without distinction between capital and income

4. (1) The objects of the Trust are the advancement and propagation of education and learning anywhere in the world and in particular but so as not to limit the generality of the foregoing :-

(a) the advancement of the education of the public (of all ages) in Europe

(b) the advancement of the education of the public (of all ages) in Europe in the humanities law the economic social and political sciences mathematics medicine and all branches of natural and technological sciences

(c) the promotion of research throughout Europe into the aforesaid subjects and the dissemination throughout Europe of the useful results of such research

(2) In furtherance of the said objects but not otherwise the Trustees shall have the following powers subject to such (if any) consents as are required by law :-

(i) to promote and support excellence in European scholarship research and education

(ii) to promote the development of the European identity in scholarship and research and to act as a European centre for scholars

(iii) to encourage interdisciplinary and international studies and research

(iv) to encourage and assist collaboration between scholars in

Europe

- (v) to encourage co-operation between centres of scholarship in Europe and to promote the development of collaborative programmes between centres of scholarship for graduate and postgraduate education and training
- (vi) so far as conducive to the objects listed at 4 (i) (a) to (c) above to provide independent advice on matters of scholarly interest or concern to legislatures governments universities and polytechnics and to professional industrial and commercial organisations in Europe
- (vii) so far as conducive to the objects listed at 4 (i) (a) to (c) above to encourage and assist the mobility of scholars and students in Europe
- (viii) to employ such persons (who shall not be Trustees) to perform such duties as the Trustees consider necessary or expedient for the proper administration of the Trust and for the furtherance of the charitable objects at such reasonable rates of remuneration and on such reasonable terms as to notice and otherwise as the Trustees think fit and to provide for the payment of such pensions and superannuation for such persons as may be reasonable and necessary
- (ix) To raise funds and invite and receive contributions from any person or persons and whether by way of donation subscription bequest loan or otherwise howsoever PROVIDE that nothing in this Deed shall authorise the Trustees to undertake permanent trading activities and PROVIDE FURTHER that in relation to any such contributions the Trustees may agree to be bound by special conditions

whether as to the manner of application of contributions or otherwise

- (x) To purchase take on lease or in exchange hire or otherwise acquire any property and any rights and privileges necessary for or conducive to the attainment of the charitable objects and to construct maintain and alter any buildings or erections so acquired
- (xi) To sell let mortgage dispose of or turn to account all or any of the property or assets of the Trust
- (xii) To invest trust monies not immediately required for the charitable objects in or upon such investments or securities or property as are authorised by the terms of this Deed
- (xiii) To arrange and provide for or join in arranging and providing for the holding of conferences congresses exhibitions meetings lectures seminars and training courses
- (xiv) During the period of twenty one years from the date of this Deed to accumulate the income of the whole or any part or parts of the income of the Trust Fund by investing the same and the resulting income thereof in any investments hereby authorised and to hold the accumulations of income thus made as accretions to the Trust Fund and as one fund therewith for all purposes
- (xv) To pay or transfer income or capital to any other charity or charities and so that the receipt of the person professing to be the Treasurer or other proper officer of such charity or charities shall be a full and complete discharge for the trustees

- (xvi) To borrow money on such terms as to interest repayment and otherwise as the Trustees may think fit and whether upon the security of the whole or any part or parts of the Trust Fund or upon personal security only and to use such money so borrowed in purchasing or subscribing for investments or property to be held as part of the Trust Fund or otherwise for any purpose for which capital monies forming part of the Trust Fund may be used
- (xvii) To make or transfer or hold any investment in the name or under the control of any trust corporation as nominee of the Trustees
- (xviii) To do all such other lawful things as are necessary for or conducive to the attainment of the charitable objects

5. SUBJECT to the terms of this Deed the Trustees shall have power in writing to make vary and revoke Regulations for :-

- (a) the custody of monies deeds securities and documents belonging to the Trust PROVIDED THAT nothing in any such regulations shall authorise any property forming part of the Trust Fund to be vested in the names of less than two Trustees or a trust corporation
- (b) the opening and operation of Current Accounts and Deposit Accounts with Bankers in the name of the Trust PROVIDED THAT nothing in any such Regulations shall authorise withdrawals from any such Accounts to be made by less than two Trustees
- (c) the management of any property which may form part of the Trust Fund

6. THE Trustees may by deed or deeds stated to be supplemental hereto vary any of the provisions of this Deed other than those in Clause 4 (1) Clause 16 and this clause PROVIDED THAT no

amendment be made which would cause capital or income of the Trust to be applicable for purposes which were not in law exclusively charitable

7. THE Trustees in addition to the powers conferred by Section 23 of the Trustee Act 1925 may employ any duly qualified or competent agent or servant to transact any or all business within the scope of his expertise of whatever nature required to be done in furthering the said objects PROVIDED THAT all acts and proceedings of such agent or servant to whom powers are so delegated shall be fully and promptly reported back to the Trustees as soon as possible AND FURTHER PROVIDED THAT the Trustees shall exercise reasonable supervision over such agent or servant

8. (a) Trust monies requiring investment under the trusts hereof may be invested in the purchase of or at interest upon the security of such stocks funds shares securities or other investments of whatsoever nature as the Trustees shall in their absolute discretion think fit to the intent that the Trustees shall have the same full and unrestricted powers of investing and transposing investments in all respects as if they were absolutely entitled to the Trust Fund beneficially

(b) Money may be left uninvested on deposit at a Bank on such terms in such amount and for such period as the Trustees shall think fit

(c) The Trustees may permit any investments to be held by any trust corporation as custodian trustee hereof and may also permit any securities transferable by delivery to be held on the Account of the Trustees by any Bank and the Trustees may make such arrangements as they think fit for the collection of the income



of such investments or securities

9. THE Trustees may from time to time appoint one of their number to act as Honorary Treasurer of the Trust and may remove any person so appointed

10. THE Trustees may from time to time appoint a person (whether or not one of their number) to act as secretary to the Trustees and may remove any person so appointed

11. (a) Three Trustees shall form a quorum and a meeting of Trustees at which a quorum is present shall be competent to exercise all or any of the powers and discretions vested in the Trustees

(b) The Trustees shall elect one of their number as Chairman and shall determine the period for which he is to hold office

(c) The Chairman may at any time and two Trustees jointly may at any time cause the Secretary to convene a meeting of the Trustees

(d) The Chairman shall preside at all meetings of the Trustees save that if at any meeting the Chairman is not present within ten minutes after the time appointed for the same the Trustees may choose one of their number present to be Chairman of that meeting

(e) questions arising at any meeting shall be decided by a majority of votes (each Trustee present having one vote) and in case of an equality of votes the Chairman shall have a second or casting vote

(f) The majority shall be a simple majority

(g) Notice of every meeting shall be sent by the Honorary Secretary to each Trustee (other than a Trustee for the time

being not in the United Kingdom). Any notice posted ten clear days before the date of the meeting shall be deemed to have been duly served

(h) Every Notice of a meeting shall state the place day and hour of the meeting and the business to be transacted thereat

(i) There shall be a meeting of the Trustees at least once in each year. Between meetings of the Trustees any question on which a decision of the Trustees is necessary and which is not considered by the Chairman of the Trustees to require a meeting of the Trustees may be dealt with by correspondence and decided by a majority of the total number of the Trustees provided that if prior to such question as aforesaid being decided by correspondence any two Trustees cause a meeting to be convened in accordance with sub-clause (c) of this clause such question shall be decided at the meeting so convened

12. (a) The Trustees shall cause proper Minutes to be kept and entered in a book provided for the purpose of all their resolutions and proceedings and any such Minutes of any meeting of the Trustees shall be signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting

(b) The Trustees shall cause full and punctual accounts to be kept of the Trust Fund and all income arising therefrom and all dealings therewith and all payments made thereunder and shall at least once in every year cause to be prepared a statement of accounts and a balance sheet for the previous year and shall cause such accounts to be audited in each year by a professional auditor (not being a Trustee hereof) appointed by the Trustees

13. (a) Subject as hereinafter provided the statutory power of appointing new and additional Trustees shall apply to this deed

(b) The office of a Trustee shall be vacated if a Trustee:-

(i) becomes bankrupt or makes any arrangement or composition with his creditors generally

(ii) becomes of unsound mind

(iii) retires by notice given to all the other Trustees

(c) The number of Trustees shall not be less than five or more than seven. In the event that the number of Trustees falls below five the remaining Trustees shall forthwith appoint such additional Trustees as will bring the number of Trustees to seven

(d) Any trust corporation may at any time be appointed either as a general trustee or as custodian trustee on such terms or conditions as to remuneration and otherwise in all respects as the person or persons making the appointment shall prescribe or approve

14. (a) Any Trustee for the time being hereof being a Solicitor or other person engaged in any profession shall be entitled to charge and be paid all usual professional or other charges for work done by him or his firm when instructed by his co-trustees so to act in that capacity in connection with the trusts hereinbefore declared

(b) No Trustee shall take or hold any interest in the Trust Fund or the income thereof save in his capacity as a Trustee or receive any remuneration or be interested in the supply of goods or services at the cost of the Trust in any circumstances whatsoever PROVIDED THAT this sub-clause shall not prevent a Trustee from holding office or being a shareholder in a public company shares in which are held upon the trusts hereto or from obtaining the repayment of reasonable out-of-pocket expenses

incurred in connection with the trusts hereof AND PROVIDED  
FURTHER that no Trustee shall exercise or concur in exercising  
any voting rights in respect of any shares stock or debentures or  
other securities comprised in the Trust Fund in such a way that a  
personal benefit is thereby secured to the Trustees or any of  
them

15. IN the execution of the Trusts hereof no Trustee shall be  
liable for any loss to the property of the Trust arising by  
reason of any improper investment made in good faith or for the  
negligence or fraud of any agent employed by him or by any other  
Trustee hereof in good faith or by reason of any mistake or  
omission made in good faith by any Trustee hereof or by reason  
of any other matter or thing other than wilful and individual  
fraud or wrongdoing or wrongful omission on the part of the  
Trustee who is sought to be made liable

16. ANY statement in writing signed by the Trustees or any two  
of them to the effect that any contract deed or act signed  
executed or done by the Trustees is signed executed or done in  
accordance with and is authorised by the trusts powers and  
provisions herein declared and contained shall in favour of any  
purchaser or other person dealing with the Trustees be conclusive  
evidence of the fact

17. IF the Trustees at any time unanimously decide that it is  
expedient to terminate the Trust any assets remaining after the  
satisfaction of all its debts and liabilities shall not be paid  
to or distributed among the Trustees but shall be given to such  
other charitable institution or institutions having similar  
objects as the Trustees shall decide

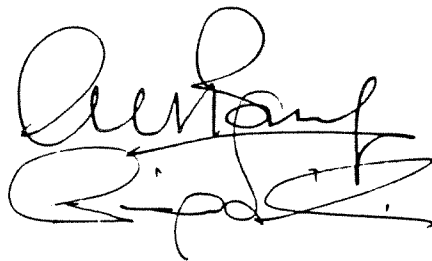
18. NOTWITHSTANDING anything herein contained or implied none of

the powers authorities or discretions hereby or by law conferred on the Trustees or on any other person shall at any time or in any circumstances whatsoever be exercisable in any manner which may result in the application of the Trust Fund of the income thereof for any purpose which is not in law exclusively charitable

IN WITNESS whereof the parties hereto have set their hands and delivered this document as a deed the day and year first before written

SIGNED by the said SIR ARNOLD STANLEY VINCENT BURGEM and DELIVERED as his deed in the presence of :- )

CRAIG SINCLAIR  
31, Old Burlington St.  
LONDON W1A 1LB  
Executive Secretary



SIGNED by the said DAVID MAGNUSSON and DELIVERED as his deed in the presence of :- )

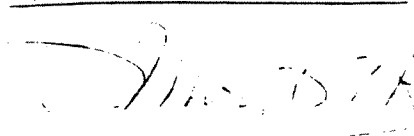
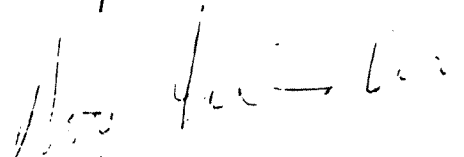
Jean-Claude Pecker, Professeur honoraire, Collège de France, Paris, France

David Magnusson



SIGNED by the said RUURD VAN LIESHOUT and DELIVERED as his deed in the presence of :- )

Ruurd van Lieshout  
100, The Quadrant  
London W1A 1AA



SIGNED by the said SIR MICHAEL FRANCIS ATIYAH and DELIVERED as his deed in the presence of :- )

Michael Atiyah

John Reynolds  
14, South Close  
Cambridge  
(Secretary)

SIGNED by the said THE RIGHT )  
HONOURABLE THE LORD BRIAN )  
HILTON FLOWERS and DELIVERED )  
as his deed in the presence )  
of :- )

*Jane Carter*

WHITEGATE,  
HATFIELD HEATH,  
BISHOP'S STORTFORD  
HERTS. CM22 7ED

(ENGINEER)

SIGNED by the said THE RIGHT )  
HONOURABLE THE LORD GEORGE )  
PORTER and DELIVERED as his )  
deed in the presence of :- )

*E. A. Jones*  
*Biologs Dept*  
*Imperial College*  
*Kensington, London*

*[Handwritten signature]*

*[Handwritten signature]*

