

Dated

1 January 1996

RESEARCH TRUST

PROFESSOR JOHN MACKENZIE
("Settlor")

and

THE AUSTRALIAN SOCIETY FOR MICROBIOLOGY INC.
("Society")

and

PROFESSOR GWENDOLYN LESLEY GILBERT
DR RUTH MILNE HALL
DR JOHN BAULD

PROFESSOR CHRISTOPHER JOHN BURRELL
ASSOC PROFESSOR ROY MICHAEL ROBINS-BROWNE
PROFESSOR ADRIAN LEE
PROFESSOR GRAEME MITCHELL
("Research Committee")

Mallesons Stephen Jaques
Solicitors

Advance Bank Centre
60 Marcus Clarke Street
Canberra ACT 2601
Telephone (06) 268 3900
Fax (06) 257 3100
DX 5610 Canberra
Ref E:D13675

TRUST DEED

THIS DEED is made on

1 January 1996

BETWEEN: PROFESSOR JOHN MACKENZIE of c/- Unit 23, 20 Commercial Road, Melbourne in the State of Victoria ("Settlor")

AND: THE AUSTRALIAN SOCIETY FOR MICROBIOLOGY INC. having an office at Unit 23, 20 Commercial Road, Melbourne in the State of Victoria ("Society")

AND: PROFESSOR GWENDOLYN LESLEY GILBERT of c/- Westmead Hospital, Sydney in the State of New South Wales, DR RUTH MILNE HALL of c/- CSIRO Division of Biomolecular Engineering, North Ryde in the State of New South Wales, DR JOHN BAULD of 12 Clarke Street, Yarralumla in the Australian Capital Territory, PROFESSOR CHRISTOPHER JOHN BURRELL of 30 Rochester Street, Leabrook in the State of South Australia, ASSOC PROFESSOR ROY MICHAEL ROBINS-BROWNE of c/- Department of Microbiology and Infectious Diseases, Royal Childrens Hospital, Flemington Road, Parkville in the State of Victoria, PROFESSOR ADRIAN LEE of 68 Austin Street, Lane Cove in the State of New South Wales and PROFESSOR GRAEME MITCHELL of c/- Department of Microbiology, University of Melbourne, Melbourne in the State of Victoria ("Research Committee")

RECITALS:

- A. The Society wishes to establish a public fund to support the undertaking of research in the field of microbiology and allied sciences in Australia.
- B. The Research Committee has been established by the Society to supervise and direct the research activities of the Trust.
- C. The Settlor has paid to the Society the sum of \$100 to be held by the Society as trustee in accordance with the terms following

OPERATIVE PROVISIONS:

1. **Definitions**

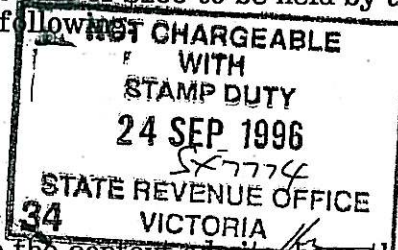
In this deed the following terms where the context admits, have the following meanings:

"Accounting Period" means the period of 12 months ending on 31 December in each year or ending on such other date as the Trustee may determine;

"CSIRO" means the Commonwealth Scientific and Industrial Research Organisation established under the Science and Industry Research Act 1949;

"TAA" means the Income Tax Assessment Act 1936 of the Commonwealth of Australia, as amended and modified from time to time, and all legislation enacted in substitution;

"Purpose" means the purpose referred to in clause 4;



"**Research Committee**" means the committee established pursuant to clause 8 as constituted from time to time, comprising, at the date of this deed, the persons named in this deed;

"**Scientific Research**" means scientific research which is or may prove to be of value to Australia and which satisfies the definition of scientific research in section 73A(6) of the ITAA.

"**Trust**" means the trust estate created by this deed;

"**Trust Research**" means any Scientific Research carried out or funded by the Trust from time to time pursuant to clause 4.1(a) or (b).

"**Trustee**" means the Society or the trustee or trustees of the Trust for the time being;

"**Trust Fund**" means the sum paid by the Settlor to the Society referred to in recital C and all other moneys investments and property paid, given or transferred to and accepted by the Trustee as additions to the Trust Fund, all accumulations of income, all accretions to the Trust Fund, and the investments and property from time to time representing the said money, investments, property, accumulations and accretions, or any part or parts thereof respectively;

"**Trustee Act**" means the Trustee Act 1957 of the Australian Capital Territory as amended and modified from time to time, and all legislation enacted in substitution therefor;

a person includes any person or any body of persons corporate or unincorporate;

words in the singular include the plural and words in the plural include the singular;

words importing one gender include all other genders.

2. **Declaration of Trust**

The Settlor confirms and declares that the Trust Fund and all income arising from the Trust Fund will be held by the Trustee for the Purpose and upon the trusts and with and subject to the powers and provisions expressed in this deed and the Trustee confirms and declares that it will hold the Trust Fund and all income arising from the Trust Fund upon such trusts.

3. **Name**

The trust created by this deed will be known as "**THE AUSTRALIAN SOCIETY FOR MICROBIOLOGY RESEARCH TRUST**".

4. **Purpose**

4.1 The purpose of the Trust is, subject to clauses 4.3 and 4.4, at any time and from time to time to do either or both of the following:

- (a) to undertake Scientific Research in microbiology and related fields; and
- (b) to fund others to undertake Scientific Research in those fields in accordance with clause 4.2,

and ancillary to these purposes, to:

- (c) to make known to persons interested in microbiology or allied sciences the results of the research;
- (d) to make generally available the benefits of any patents or other rights acquired by the Society from the research;
- (e) to encourage the discovery of and investigate and make known the nature and merits of processes and inventions which may be beneficial for persons engaged in scientific research in microbiology or any related field;
- (f) to collect and disseminate information regarding facilities for research in microbiology and allied sciences;
- (g) to establish, extend, equip and maintain libraries, museums, laboratories, lecture and seminar facilities;
- (h) to carry out studies of problems or projects for industry with or without a fee;
- (i) to invite applications from suitably qualified microbiologists or persons working in a related field to work in the study of advanced techniques and the application of those techniques to the exploitation of technological opportunities or to finding solutions to current or foreseeable problems in or relevant to Trust Research;
- (j) to defray or assist in defraying the expenses of any person in attending for the purpose of research work which is, or is relevant to, Trust Research at an institution approved by the Research Committee, within Australia and abroad;
- (k) to defray or assist in defraying the expenses of any person in attending for the purpose of presentation of research findings of or relevant to Trust Research at any conference approved by the Research Committee, within Australia and abroad;
- (l) to found, finance or contribute towards prizes, other awards of distinction, research fellowships, research scholarships, grants and other benefactions, within Australia and abroad;
- (m) to assist financially or otherwise in the publication of books and other printed matter concerning or relevant to Trust Research;
- (n) to invite persons distinguished in microbiology or any related field to visit Australia for the purpose of giving lectures or scientific demonstrations of or relevant to Trust Research and to defray or assist in defraying the costs and expenses of such a visit;
- (o) to arrange for visits from one State to another of persons distinguished in microbiology or any related field for the purpose of giving lectures or scientific demonstrations of or relevant to Trust Research and to defray or assist in defraying the costs and expenses of such a visit;
- (p) to make gifts to any institution approved by the Research Committee, provided that such gifts qualify as allowable deductions against the assessable income of the Trust under the ITAA.

- 4.2 The Trust may fund another body or bodies, or a person or persons employed by another body or bodies, to carry out Scientific Research in the areas referred to in clause 4.1 provided that the research is directed by the Research Committee in accordance with clause 8.
- 4.3 The Trustee will consult the Research Committee in respect of any application of the Trust Fund or income of the Trust Fund, and will act in accordance with the recommendations of the Research Committee, provided such recommendations are within the Purpose.
- 4.4 The Trustee may not apply any of the Trust Fund or income of the Trust Fund in such a manner that will preclude any person making a gift of money or other property to the Trust from deducting such moneys or the value of such property from assessable income for the purposes of subsection 78(4) of the ITAA.

5. Trusts of Income

- 5.1 The Trustee may, in each Accounting Period, pay, apply or set aside the whole or such part (if any) as it thinks fit of the net income of the Trust Fund, calculated in accordance with the ITAA, for the Purpose in accordance with the recommendations of the Research Committee.
- 5.2 Notwithstanding the provisions of clause 5.1 the Trustee may, in its absolute discretion determine, before the expiration of any Accounting Period, to accumulate all or any part of the income arisen or arising during such period, and such accumulation will be dealt with as an accretion to the Trust Fund.

6. Power to apply Capital

The Trustee has power in its absolute discretion at any time and from time to time to apply the whole or part of the Trust Fund as if it was income of the Trust Fund.

7. Powers of investment

The Trustee has power to invest all money forming part of the Trust Fund only in the manner in which trustees are permitted by the Trustee Act to invest trust moneys without special authorisation.

8. Research Committee

- 8.1 The Society will appoint not less than 5 nor more than 7 persons as members of the Research Committee. An appointment as a member of the Research Committee has effect:
- (a) from the date on which it is approved by CSIRO; and
 - (b) for such period as is determined at the time of the appointment, or until it is earlier revoked.
- 8.2 The function of the Research Committee is to supervise and direct the research activities of the Trust to ensure that, to the greatest extent practicable, they are or may prove to be of value to Australia.
- 8.3 The Research Committee will consult the Society on matters of general policy and direction in relation to the research activities of the Trust.
- 8.4 The Research Committee is not to initiate research itself and is to consider only those research proposals submitted to it by the Trustee.

8.5 The Society will not:

- (a) make any decision or implement any course of action in relation to the research activities of the Trust which is inconsistent with a decision of the Research Committee; or
- (b) expend any funds in relation to the research activities of the Trust except in accordance with a decision of the Research Committee.

8.6 The quorum for a meeting of the Research Committee will be one half of its number, or the next whole number above that fraction.

8.7 The Research Committee will meet at least once in each Accounting Period, but otherwise at such times and places, and in accordance with such procedure, as it determines in its absolute discretion.

8.8 The Research Committee will cause minutes of its meetings to be made available to the Society.

9. **Patron**

9.1 The Trustee may from time to time invite a person to occupy the position of Patron of the Trust.

9.2 The Trust is to have not more than one Patron at any time.

10. **Change of trustee**

10.1 The Trustee may resign as trustee of the Trust by giving notice in writing to the Research Committee. The resignation will not take effect until the appointment of a new trustee pursuant to clause 10.2.

10.2 The Research Committee may, by instrument in writing at any time and from time to time, appoint a new Trustee or Trustees in place of any Trustee who dies or resigns from office.

11. **Power to allow use of Trust Property**

The Trustee has power to allow any immovable property or chattels for the time being forming part of the Trust Fund to be used for the Purpose on such terms and conditions as it thinks fit.

12. **Liability of the Trustee**

In the professed execution of these trusts and powers the Trustee will not be liable for any loss to the Trust Fund arising by reason of any improper investment made in good faith, or for the negligence or fraud of any agent employed (whether or not the employment of that agent was necessary or expedient), or by reason of any mistake or omission made in good faith, or by reason of any other matter or thing except wilful and individual fraud or wrongdoing on the part of the Trustee or any officer of the Trustee.

13. **Indemnity of the Settlor and the Trustee**

13.1 The Settlor and the Trustee will each be entitled to be indemnified from the Trust Fund in respect of any claims, losses, stamp duties, taxes and impositions incurred by them in connection with the Trust Fund or any part thereof.

13.2 The right of indemnity conferred by clause 13.1 does not extend to any claim or other liability arising by reason of the wilful and individual fraud or wrongdoing of the person seeking the indemnity.

14. The Effect of Personal Interest

The Trustee and the Research Committee may exercise or concur in exercising all powers and discretions given by this deed or by law notwithstanding that it or any person being a director of the Trustee (if a company) or a member of the Research Committee has or may have a direct or personal interest (whether as trustee of any other trust fund or in his personal capacity or as a shareholder or director or member of any company or as a partner in partnership or otherwise) in the mode or result of exercising such power or discretion, or may benefit either directly or indirectly as a result of the exercise of any such power or discretion.

15. Minutes to be kept by Trustee

Any determination or resolution of the Trustee under any of the provisions of this deed must be recorded in a written minute and be signed on behalf of the Trustee.

16. Separate Account

The Trustee is to establish a separate bank account in which all moneys forming part of the Trust Fund not otherwise invested in accordance with clause 7 are to be kept.

17. Books of Account

The Trustee must keep complete and accurate books of account and records of all receipts and expenditures on account of the Trust Fund.

18. Revocation and Amendment of Trust Deed

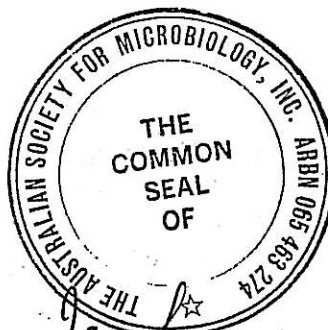
Subject to the written approval of the Research Committee the Trustee may, from time to time, and at any time or times by deed confer any additional powers on the Trustee or vary, delete or amend any of the powers conferred on it by this deed **PROVIDED THAT** nothing in this clause permits any variation, deletion or amendment which would have the effect that gifts to the Trust are not allowable deductions against the assessable income of the donors of such gifts under the ITAA.

19. Winding up of Trust

Upon the winding up or dissolution of the Trust all the moneys, investments and property then forming part of the Trust Fund will (after payment of all expenses and liabilities) be given or transferred to some other fund, authority or institution having similar purposes to those stated in clause 4 of this deed which is a fund, authority or institution approved by the Commissioner of Taxation and (if necessary) the CSIRO as an approved research institute for the purposes of section 73A and subsection 78(4) of the ITAA.

EXECUTED as a deed

THE COMMON SEAL of THE AUSTRALIAN SOCIETY FOR MICROBIOLOGY INC. is affixed in accordance with its articles of association in the presence of:



DJ Groot Oorink
Signature of authorised person

Janice Lanser
Signature of authorised person

PRESIDENT
Office held

Hon. Secretary
Office held

DJ GROOT OORINK
Name of authorised person (block letters)

JANICE LANSER
Name of authorised person (block letters)

SIGNED, SEALED AND DELIVERED by JOHN MACKENZIE in the presence of:

N Goldsmith
Signature of witness

NERIDA GOLDSMITH
Name of witness (block letters)

65 Barker Cres Forest Hill
Address of witness V/LC

Secretary
Occupation of witness

John Mackenzie
Signature of JOHN MACKENZIE

SIGNED, SEALED AND DELIVERED by GWENDOLYN LESLEY GILBERT in the presence of:

Judith E Shaw
Signature of witness

JUDITH E SHAW
Name of witness (block letters)

16 BRIDGE ROAD WESTMEAD NSW
Address of witness 2145

SECRETARY
Occupation of witness

Gwendolyn Lesley Gilbert
Signature of GWENDOLYN LESLEY GILBERT

SIGNED, SEALED AND DELIVERED by RUTH MILNE HALL in the presence of:

P.L. Molloy
Ruth Milne Hall

Signature of witness

PETER LAURENCE MOLLOY
Name of witness (block letters)

41 BELLEVUE ST. CHATSWOOD
Address of witness

RESEARCH SCIENTIST
Occupation of witness

Ruth Milne Hall
Signature of RUTH MILNE HALL

SIGNED, SEALED AND DELIVERED by JOHN BAULD in the presence of:

Colin J. Simpson
Signature of witness

COLIN J. SIMPSON
Name of witness (block letters)

AUSTRALIAN GEOLOGICAL SURVEY
GPO BOX 379 CANBERRA
Address of witness

CHIEF OF DIVISION
RESEARCH SCIENTIST
Occupation of witness

John Bauld
Signature of JOHN BAULD

SIGNED, SEALED AND DELIVERED by CHRISTOPHER JOHN BURRELL in the presence of:

Shelley A. Pezy
Signature of witness

SHELLEY ARCHER PEZY
Name of witness (block letters)

17 Koonpa Ave., Rostrevor SA5013
Address of witness

SECRETARY
Occupation of witness

C. Burrell
Signature of CHRISTOPHER JOHN BURRELL

SIGNED, SEALED AND DELIVERED by)
ROY MICHAEL ROBINS-BROWNE in the)
presence of:)

A. Butler)
.....)
Signature of witness)

ANGELA BUTLER)
.....)
Name of witness (block letters))

8/61 FLEMINGTON ST., FLEMINGTON)
.....)
Address of witness)

PRIVATE SECRETARY)
.....)
Occupation of witness)

RM)
.....)
Signature of ROY MICHAEL)
ROBINS-BROWNE)

SIGNED, SEALED AND DELIVERED by)
ADRIAN LEE in the presence of:)

Stuart L. Hazell)
.....)
Signature of witness)

Dr. Stuart L. HAZELL)
.....)
Name of witness (block letters))

Univ. of N.S.W., SYDNEY)
.....)
Address of witness)

Senior Lecturer)
.....)
Occupation of witness)

AL)
.....)
Signature of ADRIAN LEE)

SIGNED, SEALED AND DELIVERED by)
GRAEME MITCHELL in the presence of:)

GRAHAM)
Graham)
.....)
Signature of witness)

BRENDA COFFMAN)
.....)
Name of witness (block letters))

C/O CSL LIMITED VIC 3052)
.....)
Address of witness)

EXECUTIVE ASSISTANT)
.....)
Occupation of witness)

Graham Mitchell)
.....)
Signature of GRAEME MITCHELL)
GRAHAM)