Women’s Service Guild Trust Variation:

Deed of variation of the Women’s Service Guild Trust Deed

BY

MURDOCH UNIVERSITY

LEGAL & GOVERNANCE

South Street Tel: (08) 9360 6826
MURDOCH WA 6150 Fax: (08) 9360 6847
This Deed is made on [_____] April, 2005.

**Parties:**

This deed is made by:

**MURDOCH UNIVERSITY of South Street, Murdoch, Western Australia ("Trustee").**

**INTRODUCTION:**

(a) Murdoch is a body corporate established pursuant to section 4 of the Murdoch University Act 1973 (WA).

(b) The Trust was established pursuant to the Trust Deed.

(c) Murdoch has from the time of execution of the Trust Deed up to and including the date of this Deed continuously held office as Trustee and has not done anything so as to prejudice or preclude itself from exercising the Trustee's powers and authority contained in the Trust Deed.

(d) Clause 12.1 of the Trust Deed permits the Trustee, amongst other things, from time to time by deed wholly or in part revoke, add to or alter the trusts declared by the Trust Deed.

(e) In accordance with clause 12.2 of the Trust Deed, the Trustee has been notified by the Deputy Commissioner of Taxation that the amendments proposed to be effected by this Deed will not affect the current status of the Trust as a deductible gift recipient.

**OPERATIVE PROVISIONS**

1. **DEFINITIONS AND INTERPRETATION**

1.1. **Definitions**

The following definitions apply to this Deed, unless the context otherwise requires:

1.1.1. "Deed" means this deed.

1.1.2. "Party" means a party to this Deed.

1.1.3. "Trust" means the Women's Service Guild Trust constituted by the Trust Deed, as varied by a deed of variation dated 13/08/1999.

1.1.4. "Trust Deed" means a deed of trust made on or about 14/10/1997 by the Trustee, as trustee.

1.2. **Rules for interpreting this Deed**

The following rules apply in interpreting this Deed, except where the context makes it clear that a rule is not intended to apply:

1.2.1. Headings are for convenience only and do not affect interpretation.

1.2.2. A reference to recital, introduction, clause, schedule or annexure is a reference to a recital, introduction, clause, schedule or annexure, respectively, of or to this Deed.

1.2.3. A recital, introduction, clause, schedule or annexure forms part of this Deed.

1.2.4. A reference to this Deed or to any other instrument includes any amendment, variation, novation or replacement of them.

1.2.5. Where an expression is defined in this Deed, another part of speech or grammatical form of that expression will have a corresponding meaning.
1.2.6. A reference to a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, authority, trust, State or Government and vice versa.

1.2.7. A reference to any party means and includes a reference to that party and its executors, administrators, successors, substitutes (including, without limitation, persons taking by novation), transferees and permitted assigns and, if a body corporate, its directors, officers, agents, servants and employees.

1.2.8. A reference to anything (including a right, obligation or concept) includes each part of it.

1.2.9. A singular word includes the plural, and vice versa.

1.2.10. Words denoting any gender include every other gender.

1.2.11. If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

2. VARIATION OF THE TRUST DEED

2.1. Variation

The Trustee declares that the Trust Deed is varied in each of clauses 6.1(a) and 6.1(b), as follows (additions in bold and underlined, deletions in strike-out):

“6.1 The members of the Advisory Board shall be:

6.1(a) the Pro Vice Chancellor (Research) or equivalent Vice Chancellor of each of the Universities, ex officio;

…

6.2(a) Each Pro Vice Chancellor (Research) or equivalent Vice Chancellor may appoint a senior research member of the staff of his or her university to be an alternate Advisory Board member in place of the Pro Vice Chancellor (Research) Vice Chancellor for any period that the Pro Vice Chancellor (Research) Vice Chancellor is absent from Western Australia. The Pro Vice Chancellor (Research) Vice Chancellor may from time to time in writing revoke or alter that appointment.”

2.2. Effective date of this Deed

The Trust Deed is varied and this Deed becomes effective on the last day this Deed is executed by all Parties.

2.3. Rest of Trust Deed unaltered

In all other respects the terms of the Trust Deed remain unaltered.

EXECUTED as a deed by the parties:
EXECUTED under seal by MURDOCH UNIVERSITY in accordance with clause 1 of Statute 1 and Senate resolution S54/2004

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Signature of Chancellor/Pro-Chancellor/Vice-Chancellor  Signature of General Counsel

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Full name  Full name