

**DEED OF AMENDMENT NO. 2**

DATED 30<sup>th</sup> July 2011

TO

**THE MARINO INSTITUTE OF EDUCATION**

**JOHN BURKE  
MICHAEL REYNOLDS  
MARTIN O' FLAHERTY  
JOHN KEVIN MULLAN**

**Trustees**

We hereby certify that this document  
is a true copy of the original.  
*Arthur Cox*  
Dated this 16<sup>th</sup> day of August 2011  
ARTHUR COX  
Earlsfort Centre, Earlsfort Terrace  
Dublin 2.

Arthur Cox,  
Solicitors,  
Earlsfort Centre,  
Earlsfort Terrace,  
Dublin 2

## DEED OF AMENDMENT NO. 2

THIS DEED is made the 30<sup>th</sup> July 2011 by JOHN BURKE, MICHAEL REYNOLDS, MARTIN O'FLAHERTY AND JOHN KEVIN MULLAN all of Province Centre, Griffith Avenue, Marino, Dublin 9 (the "Present Trustees").

### WHEREAS

- (A) This Deed is supplemental to a Trust Deed (the "Original Trust Deed") dated the 24<sup>th</sup> October 1991 between Cornelius Fidelis Horgan, Anthony Mark McDonnell, John Jarlath Heneghan and John Kevin Mullan whereby certain charitable trusts called the Marino Institute of Education were declared (the "Trust").
- (B) The Present Trustees are the present Trustees of the Trust.
- (C) By Clause 9 of the Original Trust Deed the Trustees for the time being of the Trust were empowered to revoke or vary any of the provisions of the Original Trust Deed.
- (D) The Original Trust Deed was first amended by an Amended Trust Deed (the "First Deed of Amendment") dated 26<sup>th</sup> November 2003 and the Original Trust Deed as so amended is hereinafter referred to as the "Revised Trust Deed".
- (E) On the 5<sup>th</sup> May 2007 the St. Helen's Province and the St. Mary's Province of the Christian Brothers in Ireland merged together with the English Province of the Christian Brothers to form the European Province whose headquarters are at Province Centre, Griffith Avenue, Marino, Dublin 9.
- (F) The Present Trustees now wish to further amend the Original Trust Deed in the manner hereinafter appearing for the purpose of facilitating having the future management and administration of the Trust carried out under the co-trusteeship of the Congregation of Christian Brothers in Ireland and The Provost, Fellows, Foundation Scholars, and the other members of Board, of the College of the Holy and Undivided Trinity of Queen Elizabeth near Dublin (also known as Trinity College the University of Dublin).

**NOW THIS DEED WITNESSETH** as follows : -

#### 1. DECLARATION

In exercise of the powers given to them by Clause 9 of the Revised Trust Deed, the Present Trustees declare that:

- 1.1 The following definitions shall be inserted in Clause 1 of the Revised Trust Deed and the existing clauses shall be renumbered accordingly:

*"1.1 the "Appointors" means*

- (i) *The Provost, Fellows, Foundation Scholars, and the other members of Board, of the College of the Holy and Undivided Trinity of Queen Elizabeth near Dublin or their successors in law and authority;*
- (ii) *The Province Leader for the time being of the European Province of the Christian Brothers or his successor in law and authority.*

1.3 *the “Initial Deed” means the Trust Deed dated the 24<sup>th</sup> October 1991 between Cornelius Fidelis Horgan, Anthony Mark McDonnell, John Jarlath Heneghan and John Kevin Mullan whereby certain charitable trusts called the Marino Institute of Education were declared.*

1.2 The following clause shall be substituted for Clause 2 of the Revised Trust Deed :

**“2. Name and Mission of Charity**

2.1 *The Charity established by Clause 2 of the Initial Deed is called “the Marino Institute of Education.”*

2.2 *The mission of the Charity shall be informed primarily by the philosophy and spirituality derived by the Catholic tradition of the Christian Brothers.*

*The Charity shall :*

1. *Be ecumenical and respectful of all faith communities;*
2. *Be supportive of the Mission of Catholic education by assisting processes to articulate the ethos of Catholic education and by proposing models of education to implement it;*
3. *Provide education programmes to encourage and empower the disadvantaged and the poor;*
4. *Build a community of learning which is person centred, respectful of individual difference and accessible to people who are disadvantaged;*
5. *Provide a strong element of teacher education as may be required from time to time;*
6. *Assist parents to fulfil the responsibilities of their roles as educators; and*
7. *Respect all truth seekers and defend their right to pursue new knowledge wherever it may lead.”*

- 1.3 The following clause shall be substituted for Clause 3 of the Revised Trust Deed :

**“3. The Trustees of the Charity**

- 3.1 (a) *The Trustees of this Deed shall be 4 in number, two of whom shall be appointed by The Provost, Fellows, Foundation Scholars, and the other members of Board, of the College of the Holy and Undivided Trinity of Queen Elizabeth near Dublin and two of whom shall be appointed by the Province Leader for the time being of the European Province of the Christian Brothers (the “Appointors”). If and for so long as at any time the number of Trustees falls below four, none of the powers or discretions conferred on the Trustees hereunder or by general law shall be exercisable by them.*
- (b) *Subject to the provisions of this Deed, the Trustees may regulate their proceedings as they think fit. There shall be a minimum of four meetings of the Trustees a year. Any two Trustees may call a meeting of the Trustees by giving not less than 21 days’ notice of such meeting to all the Trustees for the time being. Questions arising at a meeting shall be decided by a majority of votes save where it is expressly specified elsewhere in this Deed that a decision of the Trustees must be unanimous.*
- (c) *The quorum for the transaction of the business of the Trustees at meetings shall be three Trustees present in person provided that any trustee may participate in a meeting of the trustees by means of telephonic or other similar communication whereby all persons participating in the meeting can hear each other speak; and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and any trustee may be situated in any part of the world for any such meeting.*
- (d) *Any Trustee or Trustees dissenting from any lawful decision of a majority of the Trustees shall nevertheless concur in executing and doing all such instruments and acts that may be requisite for the purposes of giving effect to such decision.*
- (e) *The Trustees may appoint one or more sub-committees consisting of two or more individuals (who need not be Trustees hereof) for the purpose of making any enquiry or supervising or performing any function or duty which in the opinion of the Trustees would be more conveniently undertaken or carried out by a sub-committee PROVIDED THAT all acts and proceedings*

*of any such sub-committees shall be fully and promptly reported to the Trustees.*

- (f) A resolution in writing signed by all the Trustees or of a committee of Trustees shall be as valid and effective as if it had been passed at a meeting of Trustees (or as the case may be) a committee of Trustees duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Trustees.*
- (g) In order to facilitate business any Trustees may, with Power of Attorney or otherwise, empower any other Trustee hereof to use his name for the execution and signature of any deeds and documents required in connection with the trust hereby constituted.*
- (h) Any corporate body may at any time be appointed to be a trustee of the Charity and such corporate body may act by its proper officers in the discharge of its duties as such trustee and in the exercise of the powers and discretions conferred by this deed or by law.*
- (i) No trustee shall acquire any interest in property belonging to the Trust (otherwise than as a trustee for the Trust) or receive remuneration or be interested (otherwise than as a trustee) in any contract entered into by the Trustees.*

*3.2 The Trustees shall have powers to make and from time to time to vary and rescind such rules, orders, bye-laws and regulations for the administration of the Trust and for the management and conduct of the Trustees' business, (including the custody of deeds and documents) as they shall in their discretion think fit, provided that nothing therein contained shall be inconsistent with the trusts, directions or provisions of this Deed.*

*3.3 Any instruction to a financial institution in relation to the disbursement of Trust Funds or any contract incurring a liability on behalf of the Trust shall require the signature of at least two of the Trustees”.*

1.4 The following paragraph shall be substituted for the second paragraph in Clause 4.1 of the Revised Trust Deed:

*“To further the stated mission and values of the Charity by exercising a leadership role in the development of new models of school, new processes and content in curricula and new approaches to teaching and learning at all levels of education.”*

1.5 The word “*provide*” shall be substituted for the word “*prove*” in Clause 4.1 (h) of the Revised Trust Deed.

1.6 The following clause shall be substituted for Clause 5 of the Revised Trust Deed:

**“5. DECLARATION OF TRUST**

*The Trustees shall hold the Trust Fund upon trust to apply the same in accordance with the main objects of the Charity and shall invest any monies forming part of the Trust Fund in or upon any investments authorised by this Deed with power from time to time to vary such investments provided always that on the failure of the main objects of the Charity as set out in Clause 4 hereof the Trustees hold the Trust Fund and the investments representing the same and the income thereof for such educational and/or religious purposes as the Trustees shall acting unanimously determine or in default of such unanimous determination then for such educational and/or religious purposes as the Province Leader for the time being of the European Province of the Christian Brothers and The Provost, Fellows, Foundation Scholars, and the other members of Board, of the College of the Holy and Undivided Trinity of Queen Elizabeth near Dublin shall unanimously determine.”*

1.7 The following words shall be added at the end of Clause 6(a) :

*“nationally and internationally”*

1.8 The following words shall be added at the end of Clause 7.2:

*“as such agreement may be amended from time to time”.*

1.9 The following clause shall be substituted for Clause 8 of the Revised Trust Deed:

**“8.1 (a) Appointment and Removal of Trustees**

(i) *Each of the Appointors shall have power to appoint Trustees of this Trust in accordance with the provisions of clause 3.1(a) hereof and shall also have the right by deed to remove any Trustee or Trustees so appointed by them, and to substitute another Trustee or Trustees in his/her or their place or places.*

(ii) *Within 5 days of every change in the trusteeship a memorandum shall be endorsed on or permanently annexed to this deed stating the names of the Trustees for the time being and shall be signed by the persons so named.*

8.2 ***Liability and Indemnity of Trustees***

- (i) *In the execution of the trusts and powers of this Deed no Trustee shall 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 by him or the Trustees hereof although the employment of such agent was not strictly necessary or expedient 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 on the part of the Trustee who is sought to be made so liable.*
- (ii) *No person enforcing any liability entered into or incurred by the Trustees shall have recourse to any property belonging to any one or more of the Trustees which does not form part of the Trust Fund.*
- (iii) *Each Trustee or former Trustee or officer of any Trustee or former Trustee shall be entitled to a full and complete indemnity from the Trust Fund for any liability which that Trustee, former trustee or officer may incur in any way arising out of or in connection with that Trustee or officer acting or purporting to act as or on behalf of a Trustee of the Trust, provided such liability is not attributable to that Trustee's or officer's own dishonesty, or to the wilful commission or omission by that Trustee or officer of an act known by that Trustee or officer to be a breach of trust."*

1.10 The following shall be substituted for Clause 9 of the Revised Trust Deed:

"9. ***Amendment to Trust Deed***

*The Trustees may, acting unanimously, vary, revoke or enlarge all or any of the provisions of this deed concerning the management or administration of the Charity or otherwise amend any of the provisions of this Deed by any deed or deeds supplemental to this Deed provided that :*

- (a) *no amendments shall be made which will cause the Charity to cease to be a charity at law;*
- (b) *no amendments shall be made which shall prejudicially affect the provisions of clause 7 hereof in connection with the duties of the Trustees; and*
- (c) *any proposed change must first be notified in writing to the Revenue Commissioners."*

1.11 The following shall be added at the end of clause 10:

*“; and*

*(f) insurance premia in respect of any trustee’s liability indemnity insurance policy or policies.”*

1.12 The following clause shall be substituted for Clause 11 of the Revised Trust Deed:

*“11. The Trustees shall keep a minute book and proper books of account and shall prepare consecutive statements of account consisting of an income and expenditure account relating to a period of not more than 12 months and of a balance sheet relating to the end of such period. Annual audited accounts shall be kept and made available to the Revenue Commissioners on request”.*

1.13 The following clause shall be substituted for clause 12 of the Revised Trust Deed :

*“12. If upon the winding up or dissolution of the Trust there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Trustees but shall be given or transferred as follows :*

*(a) a sum of up to the market value of the Trust Fund as at 30<sup>th</sup> July 2011 as adjusted in line with any variation in the Consumer Price Index between the date hereof and the date of the wind-up or dissolution of the Trust shall be given or transferred from such surplus to the Congregation of the Christian Brothers for the charitable purposes of the said Congregation or to such group (charitable body of persons) having similar charitable purposes and objects within the Roman Catholic 'tradition' to those of the Trust or to some other charitable institution or institutions having main objects similar to the main object(s) of the Trust and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as imposed on the Trust under or by virtue of Clause 10 hereof as the Province leader for the time being of the European Province of the Christian Brothers or his successors in law and authority shall determine; and*

*(b) any remaining surplus shall be given to such charitable institution or institutions having main objects similar to the main object(s) of the Trust and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as imposed on the Trust under or by virtue of Clause 10 hereof as the Trustees*



*shall determine, such institution or institutions to be determined by the Trustees at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object."*

2. Save for the amendments and changes effected by this Deed the Revised Trust Deed is otherwise unaffected. A copy of the Original Trust Deed incorporating all the amendments and changes to date effected by both the First Deed of Amendment and this deed is exhibited as Appendix I hereto and a copy of same certified by the solicitors for the time being a true copy of the current trust deed of the Marino Institute of Education may be relied upon by all third parties dealing with the Trustees and the Charity.

3. **EFFECTIVE DATE**

This amendment shall take effect with effect from the 30<sup>th</sup> July 2011.

IN WITNESS whereof the Trustees have affixed their seals the day and year first above written.

**SIGNED SEALED AND DELIVERED**  
by the said **JOHN BURKE**  
in the presence of

*Greg Bourke (Retired Teacher)*  
Province Centre  
Griffith Ave.  
Dublin 9

*John Burke*



**SIGNED SEALED AND DELIVERED**  
by the said **MICHAEL REYNOLDS**  
in the presence of

*Greg Bourke (Retired Teacher)*  
Province Centre  
Griffith Ave  
Dublin 9

*M. Reynolds*



**SIGNED SEALED AND DELIVERED**  
by the said **MARTIN O'FLAHERTY**  
in the presence of

*John Gibson*  
Triary Rd.  
Naas.

*Martin A. O'Flaherty*



**SIGNED SEALED AND DELIVERED**  
by the said **JOHN KEVIN MULLAN**  
in the presence of

*Greg Bourke (Retired Teacher)*  
Province Centre  
Griffith Ave.  
Dublin 9

*John Kevin Mullan*



# APPENDIX I

## The Marino Institute of Education

DEED OF TRUST OF 24<sup>TH</sup> OCTOBER 1991 ESTABLISHING  
THE MARINO INSTITUTE OF EDUCATION  
(as amended by First Deed of Amendment dated 26<sup>th</sup> November 2003 and  
Deed of Amendment No. 2 dated 30<sup>th</sup> July 2011)

Arthur Cox,  
Solicitors,  
Earlsfort Centre,  
Earlsfort Terrace,  
Dublin 2

AC#386108.10

07.06.2011

**THIS DEED OF TRUST** is made the 24<sup>th</sup> day of October 1991 by

**CORNELIUS FIDELIS HORGAN AND ANTHONY MARK MCDONNELL** both of St. Helen's, York Road, Dun Laoghaire in the County of Dublin **JOHN JARLATH HENEGHAN AND JOHN KEVIN MULLAN** both of 274 North Circular Road in the City of Dublin (hereinafter called "The Trustees" which expression shall where the context so permits include the Trustee or Trustees for the time being of this Deed).

#### **WHEREAS**

1. By Indenture of Lease (hereinafter called "the Lease") dated 6<sup>th</sup> day of November 1989 and made between Richard Quintan O'Driscoll, Aodh Placidus Caomhanach and Joseph Claude Hamill of the one part and Jeremiah Columba Keating Cornelius Fidelis Horgan John Jarlath Heneghan and Edmund Michael Garvey (hereinafter called the "Original Trustees") of the other part part of the lands of St. Mary's Province of the Christian Brothers in Ireland at Marino in the City of Dublin and therein more particularly described were thereby demised unto the Original Trustees for the term of 99 years from the 1<sup>st</sup> day of September, 1989 subject to the yearly rent of £1.00 thereby reserved and subject to the covenants and conditions on the part of the Lessees therein contained.
2. It was intended that the said lands demised unto the original Trustees should be held by them upon the charitable trusts declared by this Deed.
3. The said Jeremiah Columba Keating and the said Edmund Michael Garvey retired from the Trusts on the 27<sup>th</sup> day of April, 1990 and the said Anthony Mark McDonnell and the said John Kevin Mullan were appointed Trustees in their place.
4. The Trustees are desirous of confirming in writing the charitable trusts upon which they hold the said property.

**NOW THIS DEED WITNESSETH** and it is hereby agreed and declared as follows:

#### **1. DEFINITIONS AND INTERPRETATION**

In this Deed the following expressions shall have the following meanings:

##### **1.1 "THE APPOINTORS" means**

- (i) The Provost, Fellows, Foundation Scholars, and the other members of Board, of the College of the Holy and Undivided Trinity of Queen Elizabeth near Dublin or their successors in law and authority;
- (ii) the Province Leader for the time being of the European Province of the Christian Brothers or his successors in law and authority,

##### **1.2 "THE CHARITY" means the Charity established by Clause 2 of the Initial Deed and known as "the Marino Institute of Education".**

##### **1.3 THE "INITIAL DEED" means the Trust Deed dated 24<sup>th</sup> October 1991 between Cornelius Fidelis Horgan, Anthony Mark McDonnell, John Jarlath Heneghan and John Kevin Mullan whereby certain charitable trusts called the Marino Institute of Education were declared.**

##### **1.4 "THE TRUSTEES" means and includes the Trustees or Trustee for the time being of this Deed and "Trustee" means any one of the Trustees.**

- 1.5 “**THE TRUST FUND**” means the said Leasehold property described in recital A hereof and any further assets or property which may be transferred to or received by the Trustees at any time to be held by them on the charitable trusts declared by the Initial Deed and the investments from time to time representing same.
- 1.6 Clause Headings are for reference only and shall not be taken into consideration in interpreting the clauses.

## 2. **NAME AND MISSION OF CHARITY**

- 2.1 The Charity established by Clause 2 of the Initial Deed is called “the Marino Institute of Education”
- 2.2 The mission of the Charity shall be informed primarily by the philosophy and spirituality derived by the Catholic tradition of the Christian Brothers.

The Charity shall :

1. Be ecumenical and respectful of all faith communities;
2. Be supportive of the Mission of Catholic education by assisting processes to articulate the ethos of Catholic education and by proposing models of education to implement it;
3. Provide education programmes to encourage and empower the disadvantaged and the poor;
4. Build a community of learning which is person centred, respectful of individual difference and accessible to people who are disadvantaged;
5. Provide a strong element of teacher education as may be required from time to time;
6. Assist parents to fulfil the responsibilities of their roles as educators; and
7. Respect all truth seekers and defend their right to pursue new knowledge wherever it may lead.

## 3. **TRUSTEES OF THE CHARITY**

- 3.1 (a) The Trustees of this Deed shall be 4 in number, two of whom shall be appointed by The Provost, Fellows, Foundation Scholars, and the other members of Board, of the College of the Holy and Undivided Trinity of Queen Elizabeth near Dublin and two of whom shall be appointed by the Province Leader for the time being of the European Province of the Christian Brothers (the “Appointors”). If and for so long as at any time the number of Trustees falls below four, none of the powers or discretions conferred on the Trustees hereunder or by general law shall be exercisable by them.
- (b) Subject to the provisions of this Deed, the Trustees may regulate their proceedings as they think fit. There shall be a minimum of four meetings of the Trustees a year. Any two Trustees may call a meeting of the Trustees by giving not less than 21 days' notice of such meeting to all the Trustees for the time being. Questions arising at a meeting shall be decided by a majority of votes save where it is expressly specified elsewhere in this Deed that a decision of the Trustees must be unanimous.
- (c) The quorum for the transaction of the business of the Trustees at meetings shall be three Trustees present in person provided that any trustee may

participate in a meeting of the trustees by means of telephonic or other similar communication whereby all persons participating in the meeting can hear each other speak; and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and any trustee may be situated in any part of the world for any such meeting.

- (d) Any Trustee or Trustees dissenting from any lawful decision of a majority of the Trustees shall nevertheless concur in executing and doing all such instruments and acts that may be requisite for the purposes of giving effect to such decision.
  - (e) The Trustees may appoint one or more sub-committees consisting of two or more individuals (who need not be Trustees hereof) for the purpose of making any enquiry or supervising or performing any function or duty which in the opinion of the Trustees would be more conveniently undertaken or carried out by a sub-committee PROVIDED THAT all acts and proceedings of any such sub-committees shall be fully and promptly reported to the Trustees.
  - (f) A resolution in writing signed by all the Trustees or of a committee of Trustees shall be as valid and effective as if it had been passed at a meeting of Trustees (or as the case may be) a committee of Trustees duly convened and held. Such a resolution may consist of several documents in the same form, each signed by one or more of the Trustees.
  - (g) In order to facilitate business any Trustees may, with Power of Attorney or otherwise, empower any other Trustee hereof to use his name for the execution and signature of any deeds and documents required in connection with the trust hereby constituted.
  - (h) Any corporate body may at any time be appointed to be a trustee of the Charity and such corporate body may act by its proper officers in the discharge of its duties as such trustee and in the exercise of the powers and discretions conferred by this deed or by law.
  - (i) No trustee shall acquire any interest in property belonging to the Trust (otherwise than as a trustee for the Trust) or receive remuneration or be interested (otherwise than as a trustee) in any contract entered into by the Trustees.
- 3.2 The Trustees shall have powers to make and from time to time to vary and rescind such rules, orders, bye-laws and regulations for the administration of the Trust and for the management and conduct of the Trustees' business, (including the custody of deeds and documents) as they shall in their discretion think fit, providing that nothing therein contained shall be inconsistent with the trusts, directions or provisions of this scheme.
- 3.3 Any instruction to a financial institution in relation to the disbursement of Trust Funds or any contract incurring a liability on behalf of the Trust shall require the signature of at least two of the Trustees.

#### **4. OBJECTS OF THE CHARITY**

- 4.1 The main objects of the Charity are: -

To further the stated mission and values of the Charity by exercising a leadership role in the development of new models of school, new processes and content in curricula and new approaches to teaching and learning at all levels of education.

In furtherance of the above main object the body shall have the following subsidiary objects:

- (a) To maintain and develop one or more educational research resource and training centres;
- (b) To offer pre-service professional training and development for students intending to be primary and post primary school teachers;
- (c) To offer in service programmes for primary and secondary school teachers, special attention being given to religious teachers;
- (d) To engage in curriculum research and development;
- (e) To offer in service and training programmes in school management for school staff members and school boards;
- (f) To engage in research, development and implementation of programmes in family ministry;
- (g) To engage in research development and implementation of programmes in adult leadership and community education;
- (h) To provide an educational service for teacher and student groups from overseas;
- (i) To provide educational services and/or facilities to industry and business;
- (j) To do all such things from time to time as may to them in their discretion appear to be incidental or conducive to the above main object.

5. **DECLARATION OF TRUST**

The Trustees shall hold the Trust Fund upon trust to apply the same in accordance with the main objects of the Charity and shall invest any monies forming part of the Trust Fund in or upon any investments authorised by this Deed with power from time to time to vary such investments provided always that on the failure of the main objects of the Charity as set out in Clause 4 hereof the Trustees hold the Trust Fund and the investments representing the same and the income thereof for such educational and/or religious purposes as the Trustees shall acting unanimously determine or in default of such unanimous determination then for such educational and/or religious purposes as the Province Leader for the time being of the European Province of the Christian Brothers and The Provost, Fellows, Foundation Scholars and the other Members of Board of the College of the Holy and Undivided Trinity of Queen Elizabeth near Dublin shall unanimously determine.

6. **POWERS OF THE TRUSTEES**

In furtherance exclusively of the above main object but not further or otherwise the Trustees shall have the following powers :-

- (a) Power to co-operate with or work on a partnership basis or joint venture basis with schools, colleges, universities, institutes of education, religious communities, or religious orders nationally and internationally;
- (b) Power to co-operate with or work on a partnership or joint venture basis with other recognised charities, local authorities, government departments, community organisations, companies, firms or individuals;
- (c) Power to raise funds and to receive and accept (or decline) contributions by way of subscriptions, donations, grants and otherwise;

- (d) Power to publish books, leaflets, journals reports, videos, film and other instructional matter and to promote lectures, discussions, conferences, seminars, and other instructional courses and meetings;
- (e) Power to employ or contribute towards the support of researchers working on projects within the main objects of the Charity;
- (f) Power to purchase take on lease or in exchange hire or otherwise acquire any real or personal property and any rights or privileges required for the purposes of the Charity;
- (g) Power to let, mortgage, dispose of or turn to account all or any of the property or funds of the Charity;
- (h) Power to undertake, execute and manage any Charitable Trust which may lawfully be accepted by the Trustees and which are in accordance with the main object of the Charity;
- (i) Power to raise or borrow money for the purposes of the Charity on such terms and on such security as shall be thought fit;
- (j) Power to establish and support or aid in the establishment and support of any charitable associations or institutions having the same or similar main objects to the main objects of the Trust and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Charity;
- (k) Power to invest any monies in their hands in any manner in which according to the law for the time being in force the trust monies may be invested or in the purchase of Freehold or Leasehold hereditaments with power from time to time to vary such investments;
- (l) Power to make regulations for the conduct of their meetings;
- (m) Power to do all such things as shall further the attainment of the said main objects of the Trust.

## 7. **DUTIES OF THE TRUSTEES**

- 7.1 The Trustees shall be bound to establish a management structure and an instrument of government for the Marino Institute of Education.
- 7.2 The Trustees shall be bound to act in accordance with the provisions of an Agreement dated the 6<sup>th</sup> day of November 1989 and made between the said John Jarlath Heneghan of the one part and Jeremiah Columba Keating of the other part as such agreement may be amended from time to time.
- 7.3 The Trustee shall cause minutes of their proceedings and proper books of Account to be kept.

## 8. **OTHER PROVISIONS RELATING TO TRUSTEES**

- 8.1 (a) ***Appointment And Removal Of Trustees***
  - (i) Each of the Appointors shall have power to appoint Trustees of this Trust in accordance with the provisions of clause 3.1(a) hereof and shall also have the right by deed to remove any Trustee or Trustees so appointed by them, and to substitute another Trustee or Trustees in his/her or their place or places.



- (ii) Within 5 days of every change in the trusteeship a memorandum shall be endorsed on or permanently annexed to this deed stating the names of the Trustees for the time being and shall be signed by the persons so named.

8.2 (a) ***Liability And Indemnity Of Trustees***

- (i) In the execution of the trusts and powers of this Deed no Trustee shall 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 by him or the Trustees hereof although the employment of such agent was not strictly necessary or expedient 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 on the part of the Trustee who is sought to be made so liable.
- (ii) No person enforcing any liability entered into or incurred by the Trustees shall have recourse to any property belonging to any one or more of the Trustees which does not form part of the Trust Fund.
- (iii) Each Trustee or former Trustee or officer of any Trustee or former Trustee shall be entitled to a full and complete indemnity from the Trust Fund for any liability which that Trustee, former trustee or officer may incur in any way arising out of or in connection with that Trustee or officer acting or purporting to act as or on behalf of a Trustee of the Trust, provided such liability is not attributable to that Trustee's or officer's own dishonesty, or to the wilful commission or omission by that Trustee or officer of an act known by that Trustee or officer to be a breach of trust.

9. **AMENDMENT TO TRUST DEED**

The Trustees may, acting unanimously, vary, revoke or enlarge all or any of the provisions of this deed concerning the management or administration of the Charity or otherwise amend any of the provisions of this Deed by any deed or deeds supplemental to this Deed provided that :

- (a) no amendments shall be made which will cause the Charity to cease to be a charity at law;
- (b) no amendments shall be made which shall prejudicially affect the provisions of clause 7 hereof in connection with the duties of the Trustees; and
- (c) any proposed change must first be notified in writing to the Revenue Commissioners.

10. **INCOME AND PROPERTY**

The income and property of the Trust shall be applied solely towards the promotion of its main object as set forth in this Trust Deed. No portion of the income and property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the Trustees. No Trustee shall be appointed to any office of the Trust paid by salary or fees, or receive any remuneration or other benefit in money or money's worth from the Trust. However, nothing shall prevent and payment in good faith by the Trust of:

- (a) reasonable and proper remuneration to any member, officer or servant of the Trust (not being a Trustee) for any services rendered to the Trust;
- (b) interest at a rate not exceeding 5% per annum on money lent by Trustees or other members of the Trust to the Trust;

- (c) reasonable and proper rent for premises demised and let by any member of the Trust (including any Trustee) to the Trust;
- (d) reasonable and proper out of pockets expenses incurred by any Trustee in connection with attendance to any matter affecting the Trust;
- (e) fees, remuneration or other benefit in money's worth to any Company of which a Trustee may be a member holding not more than one hundredth part of the issued capital of such Company; and
- (f) insurance premia in respect of any trustee's liability indemnity insurance policy or policies.

11. **ACCOUNTS**

The Trustees shall keep a minute book and proper books of account and shall prepare consecutive statements of account consisting of an income and expenditure account relating to a period of not more than 12 months and of a balance sheet relating to the end of such period. Annual audited accounts shall be kept and made available to the Revenue Commissioners on request.

12. **WINDING UP**

If upon the winding up or dissolution of the Trust there remains after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the Trustees but shall be given or transferred as follows :

- (a) a sum of up to the market value of the Trust Fund as at <sup>30<sup>th</sup></sup> ~~July~~ 2011 as adjusted in line with any variation in the Consumer Price Index between the date hereof and the date of the wind-up or dissolution of the Trust shall be given or transferred from such surplus to the Congregation of the Christian Brothers for the charitable purposes of the said Congregation or to such group (charitable body of persons) having similar charitable purposes and objects within the Roman Catholic 'tradition' to those of the Trust or to some other charitable institution or institutions having main objects similar to the main object(s) of the Trust and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as imposed on the Trust under or by virtue of Clause 10 hereof as the Province leader for the time being of the European Province of the Christian Brothers or his successors in law and authority shall determine; and
- (b) any remaining surplus shall be given to such charitable institution or institutions having main objects similar to the main object(s) of the Trust and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as imposed on the Trust under or by virtue of Clause 10 hereof, as the Trustees shall determine, such institution or institutions to be determined by the Trustees at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

**IN WITNESS** whereof the parties hereto have executed this Deed under seal the day and year first herein written.

**SIGNED SEALED AND DELIVERED**  
by the said **CORNELIUS FIDELIS HORGAN**  
in the presence of

*Cornelius Fidelis Horgan*

**Jim Donovan**  
St. Helen's  
York Road  
Dun Laoghaire

**SIGNED SEALED AND DELIVERED**  
by the said **ANTHONY MARK MCDONNELL**  
in the presence of

*Anthony Mark McDonnell*

**Jim Donovan**  
St. Helen's  
York Road  
Dun Laoghaire

**SIGNED SEALED AND DELIVERED**  
by the said **JOHN JARLATH HENEGHAN**  
in the presence of

*John Jarlath Heneghan*

**D. Gibson**  
274 North Circular Road  
Dublin 7  
(Gent)

**SIGNED SEALED AND DELIVERED**  
by the said **JOHN KEVIN MULLAN**  
in the presence of

*John Kevin Mullan*

**P.S. Carroll**  
274 N.C.R.  
Dublin 7  
(Gent)

**DEED OF AMENDMENT NO. 2**  
**DATED 30<sup>th</sup> July 2011**

**TO**

**THE MARINO INSTITUTE OF EDUCATION**

**JOHN BURKE**  
**MICHAEL REYNOLDS**  
**MARTIN O'FLAHERTY**  
**JOHN KEVIN MULLAN**

**Trustees**

Arthur Cox,  
Solicitors,  
Earlsfort Centre,  
Earlsfort Terrace,  
Dublin 2