

SPECIAL RESOLUTION TO AMEND THE DEED OF TRUST OF THE SOUTH AFRICAN NATIONAL AIDS TRUST

Resolved that the Deed of Trust of the South African National AIDS Trust is hereby amended to accord with the provisions of Annexure 1 hereto. It is recorded that Annexure 1 hereto replaces the Deed of Trust in its entirety from date of adoption and requisite approval of and concurrence with this resolution.

For the Trustees of the South African National AIDS Trust:



REV D LAMBRECHTS (CHAIRPERSON)

Date

The above special resolution is hereby approved by the Chairperson of the South African National AIDS Council



KGALEMA MOTLANTHE
Deputy President of
the Republic of South Africa,
in his capacity as Chairperson of
the South African National AIDS Council

Date

With the concurrence of the Ministers of Health and Finance and the Commissioner of the South African Revenue Services



DR AARON MOTSOALEDI
in his capacity as Minister of Health

Date



PRAVIN JAMNADAS GORDHAN
in his capacity as Minister of Finance

Date



OUPA MAGASHULA
in his capacity as Commissioner
of the South African Revenue Services

Date



DEED OF TRUST OF SOUTH AFRICAN NATIONAL AIDS COUNCIL TRUST

Made and established by:

The Government of the Republic of South Africa through the Department of Health, herein represented by Dr A Ntsaluba in his capacity as Director General of the National Department of Health and he being duly authorised thereto by the Minister of Health after obtaining approval for establishment of this Trust in terms of section 38(1)(m) of the Public Finance Management Act, (hereinafter referred to as the "Founder")

The Founder has identified the need to create this Trust to enable government to interact on a national level with various sectors of the South African society on issues pertaining to HIV/AIDS in order for the Trust to achieve the objectives referred to herein.

1. DEFINITIONS AND INTERPRETATION

- 1.1 Headings of clauses are for reference purposes only and shall not be used in the interpretation of this Deed.
- 1.2 In this Deed, unless the context clearly indicates otherwise:
 - 1.2.1 words importing any gender shall include other genders (ie the masculine, feminine and neuter genders, as the case may be);
 - 1.2.2 the singular shall include the plural and vice versa;
 - 1.2.3 a reference to a natural person shall include a juristic person;
 - 1.2.4 any provision in this Deed which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Deed shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written (ie pro non scripto) and severed from the balance of this Deed, without invalidating the remaining provisions of this Deed or affecting the validity or enforceability of such provisions in any other jurisdiction.
- 1.3 The following words and expressions shall bear the meanings assigned to them below and cognate words and expressions shall bear corresponding meanings:
 - 1.3.1 "AIDS" means the Acquired Immune Deficiency Syndrome;



- 1.3.2 "Beneficiary" means the people of the Republic of South Africa and any association of persons or PBO which is engaged in addressing the effects of HIV, TB and STIs in South Africa, which may from time to time be selected by the Trustees in their entire and absolute discretion, in pursuance of the Trust Objects, to be a beneficiary.
- 1.3.3 "Board" means the board of trustees of the Trust, acting either themselves or through any committee or persons constituted from time to time and appointed by them;
- 1.3.4 "Commissioner" means the Commissioner of the South African Revenue Service;
- 1.3.5 "Department of Health" means the National Department of Health of the Republic;
- 1.3.6 "Deed" means this document in its entirety as amended from time to time;
- 1.3.7 "Dissolution Date" means the date of termination of the Trust in terms of this Deed;
- 1.3.8 "HIV" means the Human Immunodeficiency Virus;
- 1.3.9 "Income Tax Act" means the Income Tax Act 58 of 1962, as amended;
- 1.3.10 "Public Benefit Organisation (PBO)" means any public benefit organisation approved by the Commissioner in terms of section 30 of the Income Tax Act – other than this Trust;
- 1.3.11 "Minister" means the Minister of Health;
- 1.3.12 "NSP" means the HIV & AIDS, TB and STI strategic plan for South Africa 2012 – 2016, or revision, replacement or extension thereof;
- 1.3.13 "Republic" means the Republic of South Africa;
- 1.3.14 "SANAC" means the South African National AIDS Council. SANAC was created by Cabinet to foster dialogue between government, civil society and all other stakeholders and to oversee the response of the country to HIV, TB and STIs. It is not a juristic person ;
- 1.3.15 "SARS" means the South African Revenue Service;
- 1.3.16 "STI" means sexually transmitted infection;
- 1.3.17 "TB" means Tuberculosis;
- 1.3.18 "Trust Fund" means the Trust property and capital managed by the Trustees, or in respect of which the Trustees have a claim on behalf of the Trust, namely the original donation and any additions thereto;
- 1.3.19 "Trust" means the South African National AIDS Council Trust established in terms of this Deed;
- 1.3.20 "Trustee" means a person appointed as a Trustee in terms of this Deed;
- 1.3.21 "Trust Objects" means the objects of the Trust as set out in clause 5;



1.3.22 "Trust Property Control Act" means the Trust Property Control Act 57 of 1988, as amended.

2. INTRODUCTION

- 2.1 The Trust was established by the parties to the Original Deed in accordance with the terms and conditions of the Original Deed.
- 2.2 The Parties wish to amend and restate the Original Deed on the terms and conditions set out below.

3. STATUS OF THIS DEED

- 3.1 This Deed constitutes an amendment of the Original Deed pursuant to clause 15 thereof. This Deed replaces the Original Deed in its entirety.

4. CREATION AND NAME OF THE TRUST

- 4.1 A Trust is hereby constituted for the purpose of furthering the Trust Objects.
- 4.2 The Trust shall be known as the South African National AIDS Council Trust, the founder of which is the Government of the Republic of South Africa.
- 4.3 The Trustees may, by unanimous decision, change the name of the Trust.

5. OBJECTS OF THE TRUST

- 5.1 The Trust shall have as its main object to support the implementation of the National Strategic Plan for HIV, TB and STIs and promote and secure nationally in South Africa the provision of related educational, prevention, care and treatment programmes and to promote or advocate for the human rights of persons infected with or affected by HIV, TB and STI's; and research in relation to these diseases and their impact.
- 5.2 The supporting and ancillary objects and functions of the Trust are more fully set out in Annexure A.



6. DONATION

- 6.1 The Department of Health hereby irrevocably and unconditionally donates an amount of R20, 000 000.00 (twenty million rands) to the Trust which amount shall be paid by the Department of Health into the bank account referred to in clause 7.1 within 10 (ten) business days of the date of signature of this Deed.
- 6.2 The Department of Health may, subject to such conditions as Parliament and/or the Director-General of the Department of Health may determine, from time to time add to or increase and/or augment the capital of the Trust by way of transfers of such funds as it deems fit and/or such funds as may be appropriated from the parliamentary grant funding for the National AIDS programme and such increase and/or augmentation shall be irrevocable. Any other person shall be entitled from time to time to add to, increase and/or augment the capital of the Trust by donation or otherwise as such other person may deem fit provided that all donations shall be irrevocable and all the terms and conditions of this Deed shall apply *mutandis mutandis*, to any such additional, increased and/or augmented capital.
- 6.3 The Trust capital shall consist of all assets, corporeal or incorporeal which the Trust may from time to time acquire and shall include any part of the net income of the Trust which is not distributed.

7. FINANCIAL ARRANGEMENTS

- 7.1 The Trustees shall open and operate a bank account and receive into it all monies obtained by way of donations, grants, loans, or subsidies from whatever source and the Trustees shall administer such funds and/or the revenue arising therefrom in such a manner as to further the object of the Trust subject to the terms and conditions of this Deed.
- 7.2 The Trust intends to apply for tax exemption status from the South African Revenue Service and shall make such application.
- 7.3 The Trustees shall ensure that the accounts of the Trust are audited by a professional firm of accountants and auditors in respect of each financial year.
- 7.4 The audited financial statements of the Trust and a report on the activities of the Trust for each financial year shall be presented to the Trustees and to the donors requiring such report.



- 7.5 The Trust should endeavour to operate and be audited, as far as is possible, in accordance with the requirements of the Public Finance Management Act and the Treasury Regulations.

8. PUBLIC BENEFIT ORGANISATION

- 8.1 The Trust is an independent PBO in terms of section 30 of the Income Tax Act, read with sections 10(1)(cN) and the Ninth Schedule to the Income Tax Act.
- 8.2 The Trust undertakes to comply with such requirements as regulated by the Minister of Finance and the Commissioner as may be necessary to obtain and retain approval that the Trust is an approved PBO.

9. TRUSTEES

The Trustees of the Trust shall be:

- 9.1 Five persons nominated or elected within structures of the South African National AIDS Council in accordance with the prevailing governance framework of SANAC and approved by the Deputy President of the Republic of South Africa in his capacity as Chairperson of SANAC after consultations with the Deputy Chairperson of SANAC and the Minister of Health;
- 9.2 Six other persons nominated by the Deputy President of the Republic of South Africa in his capacity as Chairperson of SANAC after consultations with the Deputy Chairperson of SANAC and the Minister of Health;
- 9.3 In the event that there is a dispute or in the event of SANAC failing to elect the set number of trustees, the Deputy President will appoint trustees after consultation with the Minister of Health.

10. NUMBER OF TRUSTEES

- 10.1 There shall at all times be not less than six (6) Trustees in office who accept fiduciary responsibility in respect of the Trust and are not connected persons in relation to one another, for the purpose of the valid exercise of the powers and discharge of the duties of the Trustees in terms of this Deed, provided however, that pending the appointment of any successor to a Trustee who has ceased to hold office as such,



any number of the Trustees remaining in office shall be empowered to act in the preservation of and to attend to the formal administration of the Trust.

11. GENERAL PROVISIONS RELATING TO TRUSTEES

- 11.1 If the number of Trustees falls below six (6) at any time as a consequence of any Trustee ceasing to hold office, the remaining Trustees shall be entitled, by unanimous decision, to appoint in writing a natural person as the successor to a Trustee who has ceased to hold office so that at least the minimum number of six (6) Trustees shall at all times be maintained; as a temporary measure until appointments are made as contemplated in clause 9, such trustee to resign on the appointment of trustees in his or her place in terms of clause 9.
- 11.2 A Trustee shall be entitled to resign without an order of court by delivering written notice to that effect to his co-Trustees.
- 11.3 A Trustee shall vacate his office as such if s/he –
- 11.3.1 is removed in writing by the person entitled to nominate such person to be a Trustee in terms of this Deed; or
 - 11.3.2 has served a term of 2 consecutive years in office since the date of his appointment, subject to re-appointment for an additional 2 years, the maximum term being 4 years; or
 - 11.3.3 resigns from his/her office by written notice in terms of clause 11.2; or
 - 11.3.4 is found to be permanently physically ill or suffering from a mental illness (as defined in the Mental Health Act No 18 of 1973 or its successor); or
 - 11.3.5 if a competent Court should, for whatever reason, find that he is unable to conduct his own affairs; or
 - 11.3.6 if he/she is declared a prodigal or is placed under curatorship or sequestration (whether provisional or final) or has committed an act of insolvency as defined in the Insolvency Act 24 of 1936, as amended, from time to time; or
 - 11.3.7 is convicted of any offence involving dishonesty under the laws of any country; or
 - 11.3.8 becomes disqualified for appointment as a director in terms of the laws applicable to companies in the Republic.



12. CHAIRPERSON

12.1 The Chairperson of the Trustees shall be a Trustee willing and able to act as the Chairperson of the Board and who shall be appointed by the Deputy President of the Republic, in his capacity as Chairperson of SANAC, after consultation with the Deputy Chairperson of SANAC and the Minister of Health.

13. SECURITY DISPENSED WITH

13.1 No Trustee, whether appointed in terms of this Deed or as a successor or additional Trustee pursuant thereto, shall be required to furnish the Master of the High Court or any other competent authority with any security of any nature nor shall any security be required for the due performance of any duty under the Trust Property Control Act, as amended, or under any other statutory provision which may now be or may hereafter become of force or effect, the intent and purpose being that no Trustee shall be required to give any security in respect of or in connection with or arising out of such appointment.

14. DECISIONS OF TRUSTEES AND PERFORMANCE OF THEIR DUTIES

14.1 Whenever reference is made in this Deed to the discretion of the Trustees, such discretion shall be their sole discretion.

14.2 Subject to the Trustees giving effect to the terms and conditions of this Deed, the Trustees shall, in administering the Trust and its affairs, generally adopt such procedures and take such administrative steps as they shall from time to time deem necessary and advisable.

14.3 The Trustees shall meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that the Trustees shall meet at least once quarterly. Trustees may participate in a meeting of the Trustees by means of conference telephone or similar equipment by means of which all persons participating in the meeting can hear each other, and any such participation in a meeting shall constitute presence in person at the meeting.



- 14.4 Any Trustee shall at any time be entitled to call a meeting of the Trustees on 15 (fifteen) days written notice to the Trustees, save in respect of urgent matters requiring a meeting on less than fifteen (15) days' notice; after consultation with the Chairperson of the Board.
- 14.5 Questions arising at any meeting of the Trustees shall be decided by a simple majority of votes. In the event of an equal number of votes, the Chairperson shall have a second or casting vote.
- 14.6 A majority of the Trustees in office shall constitute a quorum for the purpose of taking decisions and performing the functions required in terms of this Deed.
- 14.7 A meeting shall not be properly constituted unless there is a full quorum of Trustees present and no business shall be conducted by the Trustees unless a quorum is established, provided that a resolution in writing signed by all of the Trustees shall be as valid and effectual as if it had been passed at a meeting of the Trustees duly called and constituted.

15. DUTIES AND POWERS OF TRUSTEES

- 15.1 The Trustees shall, subject to section 30(3)(b)(ii) of the Income Tax Act and the provisions of this Deed, in their absolute and unfettered discretion invest and deal with the assets of the Trust in accordance with the object of the Trust as stated herein.
- 15.2 The Trustees shall not administer the Trust for personal economic benefit or for the economic benefit of any other person in any manner which is inconsistent with the Trust's object, but in order to achieve the object of the Trust as stated herein.
- 15.3 None of the Trustees shall directly or indirectly be remunerated by the Trust for the rendering of services as Trustee.
- 15.4 The Trustees shall have the right and power to:
- 15.4.1 open and operate any banking account and/or deposit account and to draw and issue cheques and to receive cheques, promissory notes and/or bills of exchange, and to endorse any of the same for collection by the bank and/or financial institution at which the said account was opened. For the purposes of this clause the Trustees delegate the power to operate the Trusts bank accounts to the Chief Executive Officer, the Chief Financial Officer and a third employee whose signatures shall be sufficient for the validity of the signature of any cheque issued by the Trust or to approve electronic transfers from the trusts



bank accounts and the signatures of the above-mentioned persons shall be sufficient for the endorsement of any negotiable instruments for collection by the said bank. This clause is however subject to any limitations, by way of resolution, that may be imposed by the Trustees with regards to the amount of money the said persons can sign for and/or transfer from time to time;

- 15.4.2 enter into any contract and execute any documents by or on behalf of the Trust for the purpose of giving effect to the object of the Trust;
- 15.4.3 funds available for investment may be invested only with registered financial institutions as defined in section 1 of the Financial Institutions (Investments of Funds) Act, 39 of 1984, or in such other prudent investments in financial instruments and assets as the Commissioner for the South African Revenue Services ("the Commissioner") may determine;
- 15.4.4 accept donations or bequests on behalf of the Trust from any person, subject to the terms and conditions of this Deed and subject to terms and conditions attached to such donation and/or bequest provided that such donations and bequests are irrevocable;
- 15.4.5 enter into lease agreements as lessors or lessees subject to such terms as the Trustees shall determine and to collect rent and cancel leases and evict a lessee from property that belongs to the Trust;
- 15.4.6 institute or defend legal actions;
- 15.4.7 issue receipts in respect of any repayment of the Trust's obligations;
- 15.4.8 engage and terminate the services of professional advisors, managers and tradesmen for the performance of work and rendering of services necessary or incidental to the affairs of the Trust and to pay for such services;
- 15.4.9 to pay out of the funds of the Trust all debts incurred on behalf of the Trust by the Trustees in the exercise of their powers in terms of this Deed in the course of furthering the Trust Object;
- 15.4.10 engage in any fundraising activities for the benefit of the Trust and to appoint a sub-committee of Trustees to undertake such activities on behalf of the Trust;
- 15.4.11 sign all documents and take such steps as are deemed necessary for the proper disposal of any matter falling within the ambit of the Trust's administration in the implementation of any of the aforesaid powers;
- 15.4.12 perform all acts that are necessary or required in law for the effective execution of the Trust's activities;



- 15.4.13 employ such persons as are necessary to administer the affairs of the Trust and to carry out the functions of the Trust, and to designate a person in charge of the overall administration of the Trust as the Chief Executive Officer of the Trust who will also establish and oversee the SANAC Secretariat which may consist of employees of the Trust;
- 15.4.14 buy or sell movable, immovable or incorporeal property of whatsoever nature, and sign and execute any agreement or deed of sale in relation thereto, and to sign and execute all requisite documentation and to do all things necessary for the purpose of effecting and registering, if needs be, transfer according to law of any such property, whether movable, immovable or incorporeal, bought or sold by the Trustees;
- 15.4.15 receive, accept or acquire, or donate, cede, assign or otherwise dispose of, any other right to or over immovable property not constituting full ownership, whether registrable or not;
- 15.4.16 attend all meetings of creditors or any person or persons, company, corporation or body whatsoever indebted to the Trust whether in insolvency, liquidation, judicial management or otherwise, and to vote for the election of a trustee or trustees and/or liquidators and/or judicial managers as also to vote on all questions submitted to any such meeting of creditors and generally to exercise all rights accruing to a creditor.
- 15.5 The Board of Trustees may delegate any of the powers listed herein and may also withdraw such delegation or power at any time.
- 15.6 Notwithstanding the provisions of clause 15.4.4, the Trustees shall not be entitled to furnish any donated assets as security for any loans or to encumber such assets in any way.
- 15.7 All contracts for goods or services required by the Trust shall be awarded by the Trustees in accordance with a system which is fair, equitable, transparent, competitive and cost effective.
- 15.8 All funding to Beneficiaries shall be done in accordance with a policy approved by the Trustees from time to time.
- 15.9 The Trustees shall have the power to invest the Trust fund in their discretion subject to the provisions of this deed.



16. CONTRACT WITH TRUSTEES, BOOKS OF ACCOUNTS, REMUNERATION AND EXPENSES

- 16.1 All Trustees shall be disqualified by virtue of their office from contracting in their personal capacity with the Trust and anybody in whom any Trustee or any family member of a Trustee has an interest shall be disqualified from contracting with the Trust.
- 16.2 The Trustees shall keep proper records and books of account of their administration of the Trust in such a manner that the records and books shall at all times reflect a fair position of the Trust. There shall be recorded in such books and records inter alia any change in the assets of the Trust from time to time.
- 16.3 No portion of the Trust Fund shall at any time be distributed to any of the Trustees (in whatever capacity), and there shall be no contracts for the provision of services by trustees.
- 16.4 The Trustees shall from time to time be entitled to reimburse themselves out of the income of the Trust for reasonable expenses, which are not inconsistent with the Trust Object, incurred by them in and about the execution of their duties as Trustees and the exercise of the powers conferred upon them by this Deed.
- 16.5 No Trustee may claim from the Trust any payment of fees in respect of professional services rendered to the Trust by that Trustee.
- 16.6 Subject to the provisions of section 9 of the Trust Property Control Act none of the Trustees shall be answerable for or liable to make good any loss occasioned to or sustained by the Trust from any cause whatever save for any loss as shall arise from any wilful act of dishonesty or negligence of the Trustee involved.
- 16.7 All decisions and resolutions by the Trustees shall be minuted.

17. INCOME OF THE TRUST

- 17.1 The Trustees, as a first charge out of the Trust Fund, shall discharge any form of tax or duty assessed against the Trust by reason of the provisions of this Deed. The Trustees shall however, if they deem it to be in the furtherance of the aims of and objectives of the Trust, apply to SARS for the necessary relief from income tax in terms of section 30 of the Income Tax Act.



- 17.2 For the purposes of raising funds to discharge or refund the amounts of any tax duly referred to above, the Trustees may exercise such of their powers as they consider necessary. Any such payment or refund may be affected wholly or partly out of income or wholly or partly out of capital.
- 17.3 Thereafter, the costs of the administration of the Trust, which costs shall include but not be limited to, all Trust expenses, and any levy whatsoever levied on the Trustees in their respective capacities and all costs, charges and disbursements whatsoever incurred by the Trustees or arising out of the performance of their actual duties under this Deed shall be discharged.
- 17.4 Any portion of the net income not applied in terms of clauses 17.1 and 17.2 hereof shall be retained by the Trust and added to the capital of the Trust for the objectives set out in this Deed.
- 17.5 The income and funds of the Trust (including donations received) shall be used solely and exclusively for the attainment of the object of the Trust.

18. DISSOLUTION OF THE TRUST

- 18.1 The Trust shall be dissolved upon a resolution to this effect signed by all of the Trustees holding the office from time to time and appointed in terms of this Deed.
- 18.2 Upon dissolution of the Trust, the Trust property shall be distributed to:
- 18.2.1 a recognised PBO approved in terms of section 30 of the Income Tax Act;
- 18.2.2 any institution, board or body within the Republic as contemplated in terms of section 30(3)(b)(iii) of the Income Tax Act ; or
- 18.2.3 a PBO that has one or more of the objectives as stated in clause 5.

19. INDEMNITY

- 19.1 No Trustee shall be in any way liable for any loss or damage that may be suffered by the Trust as the result of any investment of any of the funds of the Trust or through any act or omission either of himself or of any other Trustee in the execution of the duties of a Trustee under this Deed or Trust or in relation thereto, unless the same happens through an act of his own fraud or dishonesty.



20. AMENDMENTS

The terms and conditions of this Deed may be amended at any time by simple majority resolution taken by the Trustees and subject to the approval of the Minister of Health with the concurrence of the Minister of Finance provided that:

- 20.1 such amendments are enhancements to or supportive of the objectives of the Trust;
- 20.2 no such amendment shall have the effect of conferring any benefit on the Trustees other than those expressly provided for herein;
- 20.3 such amendment shall be submitted to the Commissioner in terms of the provisions of the Income Tax Act;
- 20.4 such amendment shall be in writing and signed by the Chairperson of the Board of Trustees;
- 20.5 such amendment shall be approved by the Ministers of Health and Finance;
- 20.6 where other donors have laid down requirements for expenditure of their donated funds, the Trustees shall not have the authority to amend said requirements without the prior written approval of the donors.

21. GENERAL

- 21.1 The Trustees shall be entitled from time to time to employ accountants, attorneys, agents or brokers and to procure service providers to transact any business of whatever nature required to be done pursuant to this Deed and to give effect to its objectives and shall be entitled to pay all such charges and expenses so incurred as a first charge, provided clause 15.7 is adhered to, and shall not be responsible for the default of any such accountants, attorneys, agents or brokers or service providers or for any loss occasioned by such employment.
- 21.2 All taxes which may be lawfully levied by any government or other competent authority, relating to the Trust's assets, on the Trustees in their capacities as Trustees of the assets, shall be paid out of the Trust assets or the income therefrom.
- 21.3 Any notice required to be given in terms of this Deed shall be given in writing and may be given by registered mail, e-mail or facsimile, provided that, in the case of a facsimile it is acknowledged as having been received.
- 21.4 Each Trustee shall, upon assuming office, nominate in writing a street address and a facsimile number, if any, at which any notice required to be given in terms hereof may be given to him or her and may,



from time to time by notice in writing, vary the address to another such address.

- 21.5 Any notice to a Trustee at the address nominated by him or her in terms of clause 21.4 hereof or at any other address at which the Trustee shall have acknowledged receipt shall be regarded as sufficient notice to that Trustee.

22. ADDITIONAL REQUIREMENTS OF SECTION 30 OF THE INCOME TAX ACT

- 22.1 Where the Trust provides funds or assets to any association of persons contemplated in paragraph 10(iii) of Part I of the Ninth Schedule to the Income Tax Act, the Trustees will ensure that reasonable steps will be taken to ensure that the funds are utilised for the purpose for which such funds have been provided and must satisfy the Commissioner of this.
- 22.2 The Trustees may not use the Trust's resources directly or indirectly to support, advance or oppose any political party.
- 22.3 The Trustees shall ensure that the Trust renders and submits an annual income tax return in the prescribed form as well as complies with all reporting requirements that the Commissioner may prescribe from time to time.

Annexure A

23. The Trust shall have as an ancillary object to obtain, provide and secure funding for and to promote and facilitate the execution of its mandate as reflected in clause 5 hereof; which shall include managing NDOH or Treasury allocated funds designated to the Trust to fulfil its functions in terms of the multi-sectoral HIV, TB and STI response.
24. A further ancillary object of the Trust is to promote and secure nationally in South Africa implementation support of and collaboration with SANAC in the provision of HIV, TB and STI educational, prevention, care and treatment programmes and to promote or advocate for the human rights and access to justice of persons infected with or affected by HIV, TB and STIs. This is to be guided by the prevailing National Strategic Plan
25. It is recorded that the Trust facilitates the implementation of the overall SANAC mandate in respect of the national HIV, TB and STI response and the prevailing NSP and supports the sectors and committees of SANAC.



26. For purposes of implementing the objectives of the Trust, the Trust promotes and facilitates the execution of the aims and objectives of SANAC which are as follows:
 - 26.1 To foster dialogue between government, civil society and all other stakeholders and to oversee the response of the country to HIV, TB and STIs;
 - 26.2 Advising government on HIV and AIDS, TB and STI policy and strategy and related matters;
 - 26.3 Strengthening the governance, leadership and management of the response to HIV, TB and STIs at national, provincial, district and local levels;
 - 26.4 Strengthening the multi-sectoral response to HIV, TB and STIs as a contribution to the overall social and economic development of South Africa including but not limited to policy review, programme management and co-ordination, technical assistance and capacity building and sectoral support;
 - 26.5 Mobilising resources domestically and internationally to finance the response to HIV, TB and STIs including but not limited to estimating expenditure and resource needs, fundraising from domestic and international institutions including the Treasury, donor co-ordination and investigating new sources of funding for the multi sectoral response and the NSP;
 - 26.6 Ensuring the monitoring of progress against the targets set in the NSP and ensuring mid and end of term evaluations for the prevailing NSP;
 - 26.7 Creating and strengthening partnerships for an expanded national response in South Africa to HIV, TB and STI among government agencies, non-governmental organisations (NGOs), donors of funds, agencies of the United Nations, the South African private sector and people living with HIV, TB and STI;
27. The object of the provision of funds by the Trust to any institution, board or body contemplated in section 30(3)(b)(iii) of the Income Tax Act, that classifies the activity as a public benefit activity as provided in terms of paragraph 10 of Part I of the Ninth Schedule to the Income Tax Act.
28. The HIV, TB and STI activities which the Trust is charged with fulfilling as per the objectives of SANAC fall within the health care sector of Part I and II of the Ninth Schedule to the Income Tax Act.
29. In the event of the dissolution of SANAC for any reason, to provide, secure funding for and promote and facilitate the execution by any other body established by the government of the Republic having a mandate or objective which includes any one or more of the tasks listed in clause 5 and/or Annexure A hereof.

