

PAMOJA WE CAN !!! HARAMBEE USA
(PHU)
RULES AND REGULATIONS



Pamoja We Can
Harambee USA

(NEW)Approved on February 27, 2016

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PAMOJA WE CAN !!! HARAMBEE USA (PHU).

Internal Rules / Regulations of Harambee

ARTICLE 1- PREAMBLE

The name of this organization is Pamoja We Can !!! Harambee USA LLC, established and registered with the Secretary of State in the state of Texas in March 2016.

Harambee, in Swahili [ha’rambe] is a tradition of community self-help events, e.g. fundraising for a mutual goal or development activities. While **Pamoja** in swahili means “together” , Harambee in Swahili literally means "we all pull together" . These two words reflect the objective of our organization calling all Tanzanians, their spouses and **selected** East African Communities(EAC)* to all come and pull together. Swahili is a native language proudly spoken by East African countries and widely used in Africa.

- The objectives of the internal rules/regulations of Pamoja We Can !!! Harambee USA (PHU) is to specify the status for the proper functioning of the general assembly, which meets up to 3 times a year by dates to be determined by the Pamoja We Can!!! Harambee national office.
- The internal rules and regulations are given to all members of PHU, delegates of states, board of directors and founding members. The internal rules clarify the status of PHU. The rules can be easily modified, unlike the statutes.

- **Select East African Communities will have the opportunity to join and become PHU members through their local association/Group. This will be a group membership of at least 100 members at the time of registration. Local community/Group leaders must have proper verification of their members in order to join the PHU mission. PHU administration will review and provide final authorization regarding eligibility of these select East African communities.*

ARTICLE 2 : VISION, OBJECTIVE & MISSION

2.1 - VISION

The vision of Pamoja We Can!!! Harambee USA is to become the leader in championing traditional self-help events (such as pre-funeral planning) for members of the Tanzanian and East African diaspora in North America.

2.2 - OBJECTIVES

- Unite Tanzanians and East African communities, and state association organizations that currently exist in North America (USA/ Canada and Mexico) for specific identified causes (such as pre-funeral planning) without distinction of race, tribe, political affiliation, or religion.
- Collaborate with members of the Tanzanians and East African communities diaspora for the purpose of effectively resolving specific agreed upon initiatives.
- Promote the East African communities culture in North America, and serve as a networking organization.
- Serve as a resource for people interested in information regarding aspects of the East African culture.

2.3 - MISSION

- Tanzanians and East Africans communities (EAC) diaspora have often struggled to raise funds when faced with the death of our fellow members. We have had to regroup in order to raise money for the cost of a funeral. This has been a rather frustrating process because in many cases, there have been no funds to withdraw from, to cover the cost of the funeral expenses or transporting the deceased back home. Thus, members have had to organize instant meetings to raise enough money for that purpose.
- Pamoja We Can!!! Harambee USA's mission is to reinvent the process in the front end, such that members will plan ahead for their funerals in order to alleviate all the costs and strain associated with funeral expenses such as transportation of the deceased, embalming, and other funeral arrangements. PHU's objective is to bring effective and efficient solutions so that the deceased can be handled with respect and dignity at the burial of their choice in a timely manner. The mission therefore is to:
 - Create a financial account for the costs of embalming, cremating and or repatriation of the deceased members.
 - Regroup all Tanzanians and East Africans in North America in order to have a united front.

ARTICLE 3 : PAMOJA WE CAN!!! HARAMBEE USA MEMBERSHIP.

3.1 - MEMBERSHIP QUALIFICATIONS:

- I. Membership to Pamoja We Can!!! Harambee USA (PHU) is at free will and voluntary. *(please note: free will does NOT mean one is exempt from paying the membership fee)*. All members 18 years or older, can apply for individual membership to PHU. Membership is open to all Tanzanians and East African communities (EAC) by birth, marriage and all childrens who reside in North America.
- II. All members of PHU must be physically in North America at the time of registration (with exception of biological childrens under 18 years old); verification will be completed by PHU administration during the 180 days waiting period. After becoming an active PHU member and fulfilling all registration requirements, you can reside anywhere in the world after.
- III. PHU Members may register their children who are under 18 years of age and must follow all membership guidelines.
- IV. Children under 18 years of age are not required to pay membership fees or make replacements. They will be covered under their parents/legal guardians.
- V. **Biological children under 18 years old can be registered under their parents regardless of children being out of the USA.**
- VI. All minors/ members under 18 years old must be registered to be considered members.
- VII. All new born are required to be registered within 30 days of their birth date to receive all the benefits.
- VIII. There is no limit on the number of biological children registered by PHU members. You must have proof of child birth certificate at the time of registration. There is a limit of 2 adopted minors you can register.
- IX. **You must have all your legal guardianship documents at the time of registration. For all minors, the benefits will be \$7500 for each parent if both are PHU members. If the other parent is not a member, PHU will only give \$15000 to the PHU parent who is a member. The other parent will not receive any benefit.**
- X. **Pamoja We Can!!! Harambee USA will NOT be involved in the custody issues. The only requirement is for the parent to be a member, complete the waiting period and prove that he/she is on the birth certificate as a parent.**
- XI. PHU will NOT be involved in DNA Testing. The sibling who registers the parent will be the one receiving the benefits unless otherwise elected different by the parent/registering sibling. PHU will NOT be involved in the power of attorney (POA) issues or who is staying with the parent.
- XII. All minors added after the member registration date must also observe waiting period per rules and regulations with exception of new born.
- XIII. All new born registered 30 days after their birth, they will have to observe the 6 months waiting period per PHU rules and regulations.
- XIV. If a minor turns 18 years old, they have to be registered as a paying member on the following year January 1. This new member will have no waiting period if they register within 12 months from their 18th birthday. If NOT registered within 12 months from their birthdays, they have to observe 180 days waiting
- XV. **Membership for selected East African communities must be in groups of at least 100** interested individuals and must be registered through their local communities. These groups will**

join PHU ONLY during open enrollment Jan 1 to 30 of the year and again July 1 to July 30 of the year.

- XVI. After PHU leadership reviews members' registration application, they can accept or reject the application without any explanations (PHU reserves the right to accept/ reject any enrollment to PHU without providing any explanation).

3.2 - MEMBERSHIP REQUIREMENTS:

i) Registration and Fees

- Register online at www.pamojawecan.org
- Email all required documents to the PHU National office.
- Email: mymembership@pamojawecan.com
- Make your one time membership initial deposit of \$113.63
- Annual administrative fee of \$ 21.30 will be due the following year January 1(Renewal Fees).
- No partial administrative payment will be accepted for joining any time between the 12 month calendar year.
- ALL PHU members can start sending renewal/ Administrative fees starting December 1 and will be due January 1 of the year.
- All PHU members are required to update their information online @ www.pamojawecan.org
- The accepted payment methods are
- Credit/debit card or,
- Zelle: divineoaks@gmail.com or 832-525-9857 (Name: Pamoja We Can or David Mrema).
- CashApp 832-525-9857.
- It is PHU members responsibility to keep their contact information current.
- All PHU members must provide the correct and current physical address, email address, and phone number.
- All PHU members must provide their beneficiary name, correct and current physical address, email address, and phone number.

ii) Administrative fee

1. Every member must pay an administration fee of \$21.30 due every January 1 of the year.

2. There will be a penalty of 50% applied for non-payment of the administration fee for any payments received after January 1st of the year.
3. Additional penalty* (**see article 12: Penalties**)
4. If for some reason you fall out of the program, the \$90 initial deposit will be used until you have a \$0 balance(Nonrefundable).

iii) Replacement fee

1. After the death announcement each member will be notified of the amount to replace and the total number of qualified members to make the replacement.
2. Each member will redeposit $X = (\$ 20,000.00/N)$
3. N is the number of members who are in good standing and have completed their 180 days waiting period. Members in good standing must have remaining balance in their account and that their account is not zero or negative.
4. The official announcement of a death is only made after the National Office receives the required documents as outlined in article 8.
5. The national office will calculate the amount of money each member needs to redeposit to the account. All contributions must be received 30 days after the official announcement of the death. PHU members will have 30 days to deposit their contribution in order to bring their Original deposit to \$90.
6. For non payment after 30 days please refer to Article 12 penalties.
7. PHU members are responsible for making their annual membership fees and per-incident/Replacements contributions in a timely manner as specified in rules and regulations.

iv) Rules to observe

1. Any association that becomes a member of Pamoja We Can!!! Harambee USA (PHU) has to accept, respect and adhere to the status and internal regulations of PHU.
2. Pamoja We Can!!! Harambee USA will accept members of associations or groups with a minimum of 100 adults**; Associations must maintain a member count of 100 members to maintain their association membership status.
3. One becomes an official member of Pamoja We Can!!! Harambee USA once we receive all required information, payments and reviewed and approved by NEO.
4. Members will receive membership ID and number.
5. Identification numbers are distributed and published after receipt and verification of all the application documents requested (Including all the fees). The verification and application processing may take approximately 90 days.
6. Once activated, new members will be paying any fee per incident/ replacements during the 180 days waiting period.

7. **New members will NOT receive any benefit from PHU during the 180 days waiting period.**
8. No member shall have 2 identification numbers. It is the responsibility of each member and their associations to ensure that they are not registered twice.
9. Submitted names MUST match the names of official documents (i.e, Passport or Birth certificate, or Driver's License) that were originally submitted with the membership application.
10. Name changes (if any) during the membership duration, MUST be reported prior to the death of a member. No justification or name change is accepted after the death of a member (NO EXCEPTION).
11. Pamoja We Can!!! Harambee USA does not accept the modification of any member list immediately after a death announcement. Withdrawal for new members will NOT be accepted immediately after the death announcement.
12. Pamoja We Can!!! Harambee USA has the authority to EXCLUDE and REMOVE any member or association whose behavior is determined as disruptive to PHU and PHU members.

iii) Returning members

- Former members of PHU associations can come back, after paying \$300 Reinstatement fee, \$113.63 new initial membership fee.
- Returning members will also observe a mandatory 180 days waiting period without receiving \$20,000 benefit should anything happen to them during that waiting period.
- This time will start after the application, and all required fees are completed. The national office will inform the returning PHU member in writing when that waiting period starts and when will that time end.

v) Withdrawing from PHU

- **Any member or association can terminate or withdraw from PHU without any explanation. You MUST request termination/withdrawal in writing, email or letter to the National Office of PHU located in Richmond, TX .**
- **A member can reinstitute a membership to PHU provided that he/she follows the guidelines (i.e., submit a new application in writing, pay the penalty fee of \$300.00 and observe the mandatory waiting period of 180 days.**

ARTICLE 4: ORGANIZATION

This organization will be managed by the founding members who will select a board of directors and delegates from each state to represent and support the vision, mission and objective of Pamoja We Can!!!Harambee USA (PHU).

I) EXECUTIVE OFFICE

The National Office is composed of :

- President
- Vice president
- Secretary General
- Deputy Secretary General
- Treasurer(Assistant Treasurers).
- Auditor (CPA)*
- Communication director.

II) GENERAL ASSEMBLY

- Founding members
- Board of directors (5).
- Delegates of states (2 x50).
- All current eligible registered members of PHU.

All members of the national office are co-opted by the founding members.

THE NATIONAL OFFICE:

- Executive office will be arranged by founding members. This office will provide leadership, development, improvement and management of Pamoja We Can!!! Harambee USA.
- Founding members are the owners of pamoja we can!!! Harambee USA and will be working on behalf of all PHU members to insure that the vision, objectives and mission of PHU is realized.
- Executive office of Pamoja We Can!!! Harambee USA National office is located at 9711 S. MASON RD. RICHMOND TEXAS 77407
- The Executive office is required to report current financial status to members biannual.
- Founding members are David Mrema, and 6 others whom he consider to be the key components of this program. The other founding members are also members of Pamoja We Can!!! Harambee USA.
- **The Executive office is required to notify the Board of directors, delegates and all members 30 days before they made any changes of address, phone number, web address, and email.**
- **Founding members will elect 5 members of PHU board of directors (Interim board of directors) who will serve a term of 2 years from the time the organization is officially operating.**
- **NEO will have at least one founding member at all times.**
- **At the end of 2 years of initial interim Board of Directors term, the General assembly will elect 2 PHU Board of Directors, and Founding members will elect 3 PHU Board of Directors.**

BOARD OF DIRECTORS

- Board of Directors will be a group of 5 members who will be serving a term of 4 years.
- Board must be very independent and can make decisions that represent the pamoja we can members while fulfilling the vision, objectives and mission of PHU- Organization.
- He/she must provide check and balance for the benefit of members and PHU-organization.
- Board members will provide the organization with great minds, improve networking and resources in both governing and strategic planning.
- Founding members will be responsible for hiring/ firing Pamoja We Can!!! Harambee CPA. They are also required to show how they reach a conclusion of hiring a particular CPA and report back to all members and national executive offices.
- Founding members are responsible for reporting to the PHU board and member the current financial status of the organization biannual.
- **The PHU board chair has in writing who is next in line to manage PHU incase of the current founding member is not available in the PHU board.**
- **PHU board will have at least one Founding member at all time.**
- 2 Board members will be elected by General assembly and 3 will be elected by Founding members.

DELEGATES OF STATES

- Each state has 2 delegates (Pamoja We Can !!! Harambee USA Representative), who represents PHU members of their states and reports to the headquarters office in Richmond, TX.
- Delegates will be a person who will bring value to the organization. He/She must be a good communicator and have the ability to bring people together.
- Delegates of states will be selected by Founding members.
- Delegates of states will assist in promoting the vision, objectives and mission of Pamoja We Can!!! Harambee USA(PHU-Organization).

FOUNDING MEMBERS

- Founding members are the owners of pamoja we can!!! Harambee USA and will be working on behalf of all PHU members to insure that the vision, objectives and mission of PHU is realized.
- **The PHU board chair has in writing who is next in line to manage PHU incase of the current founding member is not available in the PHU board.**
- **PHU board will have at least one Founding member at all time.**
- **NEO will have at least one founding member at all times.**

ELECTIONS

The Board of Directors will act as election committee and will be responsible in receiving and reviewing the names of delegates of states candidates. They will also oversee delegates of state elections.

Delegates will form 7 members election committee that will be responsible in receiving and reviewing names of Board of Directors candidates. They will also oversee the board of directors elected by the General Assembly.

Founding members will elect 3 board members and they are required to have at least one of their members on the Board of Directors at all the time.

Elections will be held Saturday of the last week of November of the election year. Founding members will arrange for the meeting place and if possible, the location will be decided in a rotating manner.

All candidates for the PHU office shall have been members of the organization and in good standing for 12 consecutive months prior to the election.

All candidates must demonstrate sound knowledge of the rules and regulations and functioning of pamoja we can!!! Harambee USA (PHU).

All PHU members who have been a registered member for at least 180 days are eligible to vote.

III) NATIONAL GENERAL ASSEMBLY (NGA)

- The National General Assembly meets every 2 years when summoned by the National President.
- This meeting will be attended by all delegates from each state, all board members, members of the national office and Pamoja We Can!!! Harambee USA members from all over the NorthAmerica.
- Founding members will arrange for the meeting place and if possible, the location will be decided in a rotating manner.
- The National General Assembly can also be done online or via teleconference. This will be determined by Founding members, Board of Directors and Delegates of states.
- If a member has to travel to participate in this National General Assembly meeting, he/she will do so at their own cost.
- Any changes to the rules and regulations by NGA must be approved by Founding members before they are presented to NGA for a vote.
- Any changes to the rules and regulations by Founding members must be presented to the Board of Directors first and NGA for a vote before any implementation.
- Founding members will make final determination on what is the best cause of action in conforming to the vision, mission and objectives of Pamoja We Can !!! Harambee USA.

IV) ORDINARY GENERAL ASSEMBLY (OGA)

The Ordinary General Assembly meets up to three times a year when summoned by the president of the national office. Members of the national office, delegates of states, PHU members and non members (by invitation) are welcome to participate.

The meeting is summoned by the President of the National office through the following channels:

1. Email
2. Voicemail
3. Text Messages (via messaging or whatsapp)
4. Telephone Calls

V) MEETING QUORUM

Pamoja We Can !!! Harambee meetings will be conducted mostly online and a quorum of 2 board members, two NEO, 4 delegates of states and 10 members. Other committees will establish their own quorum.

ARTICLE 5: EXTRAORDINARY GENERAL ASSEMBLY (EGA)

In conformity with the statutes of Pamoja We Can!!! Harambee USA, the National Office/ and PHU board will meet not more than 48 hrs following receiving announcement of the death of a PHU- member.

The National Office /and PHU board will communicate with all PHU members regarding the amount of funds used from each member deposit , and will inform on how much they will need to replace back to the account within 30 days following the PHU member funeral benefit payout.

ARTICLE 6: PHU-SERVICES

Pamoja We Can!!! Harambee USA has the right to publish, participate and accept invitations from other Tanzanian associations and groups within the North America to increase its member count by :

- Conduct regular mandatory meetings to discuss daily operations and performance metrics of the organization.
- Conduct mandatory urgent meetings in case of the death of a member.
- To ensure that all members understand that this is not an insurance plan.
- Each Pamoja We Can !!! Harambee USA member is promising the other member that he/she will contribute money to assist with the funeral expenses associated with the death of the member.
- This contribution will be done in advance in order to simplify and manage this funeral expenses effectively.
- We will register, maintain and recruit members on a continual basis to reach our goal of 1000 members each year, toward our 5000 total members goal.

ARTICLE 7: FRAUD

I) It is considered as fraud when:

- Registering to PHU while not physically in the NorthAmerica.
- Presenting to PHU any falsified document.
- Presenting to PHU any false statement .
- Having and maintaining more than one membership ID.

II) All membership ID remains the sole proprietorship of Pamoja We Can !!! Harambee USA, and in any case cannot be used outside the scope of PHU. The use of names and membership ID, as well as emails and phone numbers from PHU for political or economic purposes are liable to prosecution.

III) The headquarters of PHU is located in Fort Bend County, TX; therefore the courts of Texas (Fort Bend County) have jurisdiction in case of dispute.

*** (In case of fraud detected, the association/member concerned is excluded immediately from Pamoja We Can !!! Harambee USA (PHU))** .*

ARTICLE 8: REQUIRED DOCUMENTS WHEN REPORTING DEATH OF THE MEMBER.

(I). The case of the death of a member in North America;

If a Harambee USA member dies in North America, the association/Next of kin of the deceased member must submit the following justifying documents within 7 businessdays:

1. Death Certificate
2. Picture
3. Membership ID
4. PHU will require proof that the member was in North America at the time they were registering (Passport copy with entry and exit dates).

(II). In case of the death of a member out of the North America but not in Tanzania.

Prior traveling out of country :

1. The PHU executive office in accordance with PHU rules and regulations and advice from the Board of Directors/ Founding members will have the final determination on what is sufficient evidence in case of death outside the North America.

(III). For a PHU member residing in North America but who dies in a place other than the United States, the delegates of states to which the deceased member belonged or next of kin (beneficiary) has to provide PHU with the following documents:

- Death Certificate
- Picture
- Membership ID
- Identity Card such as (Green Card, Work Permit, School ID, Report cards (in case of child in school/students)
- Social Security Card
- Passport
- Air Ticket
- Most current 3 months pay stub or its equivalent.
- Form 4506-T (Income tax verification processing request form) for the security of everyone and also for the sake of transparency, it is advisable for PHU members to fill this form before they go abroad (outside the United States).

PROCEDURE:

- PHU- National Executive office in Richmond Texas will receive death announcement within 7 business days of death,

- Contact the family /next of kin
- Death announcement and the picture and members ID will be published on the Pamojawecan.com website. This will help other members to remove this member from their database and also for verification.
- The PHU Board will have an extraordinary meeting within 48 hrs.
- After receiving all required documents NEO will forward documents to the Board of Directors.
- Board of directors will review all the documents and make a final determination to make a payment.
- All payments will be done by check/Electronicfundstransfer. Designated Board of Directors members, NEO and Treasures/Founding member signatures will be required.
- For smooth transaction, treasurer, designated signatory member from Board of Director and president of organization must be located from the same state.
- If any of the rules and regulation was not observed before the incident, NEO will report the findings to the member, delegates of states and Board of Directors.
- PHU must receive all required documents within 30 days from date of death in order to process the claim.
- The claim will deem to be not valid after 30 days from the date of death of not receiving all required documents.

NB: For privacy purposes PHU will take responsibility to hide the cause of the death that is usually mentioned on the death certificate.

ARTICLE 9: ADMINISTRATIVE FORMALITIES.

1. Harambee USA does not deal with paperwork needed to transport the body of the member back to Tanzania or burial of choice. This task falls to the family concerned with the death.
2. Any death must be reported to Harambee within 7 days after the event; after 7 days of not receiving death announcements,PHU will no longer be considered benefits for this member.
3. Harambee USA (no contributions); however, it will be published in order to help everyone remove the membership ID from the database.
4. There will be annual financial reports. This will be provided by the board of directors and or National executive office (NEO).
5. After 30 days from the date of death, iff all documents are not received by PHU we will NOT consider benefits for this member.

ARTICLE 10: CONTRIBUTIONS.

Each member of Pamoja We Can!!! Harambee USA agrees to deposit initially 113.63 to the PHU Members bank account in advance. The amount of \$20,000 (Twenty thousand) will be divided equally among eligible beneficiary participants.

Each member will contribute an equal amount within 30 days to bring the account back to \$90 at all time. Periodically each member contribution per incident will change depending on the total number of

its members. Our goal at PHU is to make member's contribution as reasonable as possible by making sure all Tanzanians residing in the USA are aware of this program and encourage them to participate.

PHU is not guaranteeing the payment, it is only dependent on the number of its members and their willingness to contribute. Each member is promising and guaranteeing each other to contribute the money and help each other in case of a member death.

1. The official announcement of a death is only made after the National Office receives the required documents as outlined in article 8.
2. The national office will calculate the amount of money each member needs to redeposit to the account. All contributions/Replacements must be received within 30 days from the date the check to beneficiary is issued.
3. PHU members will have 30 days from the date the check is issued to deposit their contribution in order to bring their Original deposit to \$90.
4. For non payment after 30 days please refer to Article 12 penalties.

Contributions are made in any of the following way:

1. All regular members contributions and initial deposit will be deposited to the PHU Members Bank account.
2. All membership fees and penalties will be deposited to PHU Management/maintenance/operating Bank account
3. For your convenience you can make your payments through the PHU website:
www.pamojawecan.org
4. There will be a nominal \$X fee to cover transaction/Handling cost . You can pay by credit card, check card or PayPal,
5. You must provide your name corresponding to the ID code of each member state when making Bank deposits.
6. **The amount of \$20,000 will be divided equally among the participating members of Pamoja We Can!!! Harambee USA. PHU is not guaranteeing the payment. Each member is promising and guaranteeing each other to contribute the money and help each other in case of a member death.**

NB: This \$ 20,000 will be reviewed by Board of Directors, Delegates of states and Founding members every 2 years and their recommendation will be forwarded to the National General Assembly and will need 40% of all eligible registered members who responded to the NGA invitation meeting.

ARTICLE 11: PAYMENTS AND PHU-ACCOUNTS.

On behalf of all current members of Pamoja We Can!!! Harambee USA (PHU), we shall pay out a sum of fifteen thousand dollars (\$20,000) from Members Bank account to assist in the repatriation of the

corpse of a deceased member of PHU. This fixed amount payment will be made regardless of the member's resting place of choice.

There are two options on how the payments are made:

1. During registration, members have a choice to delegate who will be handling his/her last wishes. This person will be given this \$20,000 payment, and will be responsible for the funeral arrangement. Members can change their next of kin at any time by writing to PHU and providing information online @ www.pamojawecan.org of the person responsible(Receive the \$20,000) if they died.
2. Pamoja We Can!!! Harambee USA (PHU) can make payments directly to the Funeral home and/or airline using the following methods:
 - a. Transfer of funds into the bank account of the funeral home/ Airline.
 - b. Direct payment to the funeral home/ Airline by check.
 - c. If there is any balance remaining, it will be paid to the beneficiary of the deceased(Wife, children, parents, immediate relative) according to the PHU member request prior to his/her death.
 - d. President and delegates of the deceased member association will assist in determining the best cause of action in the case that we can not find a PHU member's next of kin/beneficiary.
3. **Pamoja We Can !!! Harambee USA is not responsible for any federal, state or local TAX implication resulting in your next of kin receiving this funeral expenses benefits. Beneficiaries must provide SSN at the time of the incident in order to receive \$ 20,000.**
4. You will not receive any TAX exemptions from the contribution you make to members of this organization.
5. PHU members have full ownership of the \$90 initial deposit and per incident redeposit. Biannual statements will be provided by NEO, and the Board of Directors accounting for all transactions regarding this fund.
6. Annual administrative fee \$21.30 and any other fees charged by PHU will be a separate fund and Founding members will be responsible for any tax implication resulting from receiving this \$21.30 annual administrative fee.
7. Founding members will use annual administrative fees to improve the program and maintain the vision, mission, and objectives of PHU.
8. PHU will measure the success of the organization by increasing the numbers of participants and reductions on replacements.

*** Under no circumstances shall the funds be given to the beneficiary in the form of cash. ***

ARTICLE 12: PENALTIES

i) Penalties on replacements and administrative fee

1. Every member must make replacements per incident on time as directed by the notification from PHU leadership and automated invoices.
2. All members will have 30 days to make the replacement before the due date.

3. After due date members will have additional 15 days to make replacements with 50% late fee.
4. After 45 days from the initial published date of the incident, any payment received will be recorded for 12 month and will impact members' benefits should they claim the benefits.
Recorded late payment may be any late payment that is received from PHU member (administrative fee or replacement fees)
5. The first late payment within 12 months will be forgiven.
6. The second late payment received within 12 months will incur 10% penalty/fee taken out of \$20,000.
7. The third late payment received within 12 months will incur additional 5% penalty/fee taken out of \$20,000.
8. After the third late payment, all additional late payments within 12 months will incur late fee of 5% up to 50%.
9. After the 50% this member will be contacted (provided the account does not have zero balance) and will need to talk to leadership to keep their account current. This member can be terminated if the PHU board determines that this member is showing no interest in keeping their account updated.
10. All contributions made to Harambee USA (if any) are non-refundable.
11. Members will receive an alert **(in addition to alerts for replacement and late fees)** when the remaining deposit is \$15 or less.
12. Members will be terminated when the remaining deposit is \$0 dollars or less. A member will get an alert/message that the account has been terminated and must contact the PHU Administration if they wish to re-start a membership.
13. If for some reasons you fall out of the program, the \$90 initial deposit will be used until you have \$0 balance.
14. All penalties will be part of the administrative fee and will be used to improve and maintain the vision, mission and objectives of PHU.

ii)Returning member

1. Any returning member must send a request to the PHU board expressing a desire to return, and will pay a penalty of \$300.00 and observe a waiting period of 180 days after she/he has been approved by the PHU board.
2. The request must fully express why a returning member believes that now she/he will be able to observe and follow all PHU rules and regulations.
3. A returning member is a former member of PHU who may have voluntarily withdrawn from the program or fell from good standing status with rules and regulations such as having zero remaining balance in their account.

4. PHU board and administration/Founding members reserve the right to accept or reject any membership application and/or reinstatement at their discretion.

ARTICLE 13: MODIFICATION OF THE INTERNAL RULES AND REGULATIONS

1. The internal rules and regulations are established by the members of the National Office and submitted to the General Assembly.
2. Under the bylaws, any amendment of the rules must be approved by the founding members.
3. The rules of procedure shall be sent to all members of the national office and all delegates of PHU by email or brought to their attention during the ordinary general meeting.

SECTION 14: DISCIPLINARY ACTIONS & TERMINATION OF MEMBERSHIP.

DISCIPLINARY

- Members will be disciplined for disorderly conduct

TERMINATION

- Voluntary withdrawal by a member
- Failure to pay membership dues.
- Engagement in actions that misrepresent PHU.
- Failure to abide by our Rules and Regulations.
- Profanity language.
- Bullying others.

Delegates of states, board of Directors and NEO must address the issues that lead to suspension, termination of the member prior the reinstatement of the member and their recommendation will be forwarded to Founding members.

Restoration will start only when the Founding members agree that the situation which led to the suspension of membership has been rectified. PHU reserves the right to Accept/ decline the member.

*****Prior to the termination of membership, NEO, Board of Directors and Delegates of states should work with the member to resolve the issues. Termination of membership should be the last resort.***

ARTICLE 15: MEMBERS CONTACT INFORMATION

All PHU leaders, representatives and members are prohibited to access and use PHU members contact information such as telephones numbers, Emails address, and/ Home address for purposes other than Pamoja We Can !!! Harambee USA.

