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# SOBATAM INTERNAL RULES AND POLICIES

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## 1 Introduction

The objective of the internal rules and policies is in accordance with SOBATAM Bylaws, to facilitate a smooth running of SOBATAM and ensure the proper functioning of the organization.

The purpose of the Internal Rules is to spell out the rights and duties of the members and to provide guidelines to:

- Help maintain a close relationship between the members, the national bureau and the delegates.
- Help facilitate the daily running of activities and to improve the management of the national bureau.

The internal rules and policies shall be made available to all members and delegates on the website of SOBATAM.

Internal rules and policies can be modified under the conditions specified in SOBATAM Bylaws.

## 2 Summary

This summary is not authoritative. The specific sections are authoritative if in conflict with this summary.

<b>Maximum Benefit Amount</b>	\$15000
<b>Groups</b>	
• Minimum number of members	8
• Waiting period	90 days (180 days returning members)
• Minimum number of delegates	2
• Maximum number of delegates	13
• One-time membership fees	\$50 (\$100 returning member)
• New member registration fee for an active group	\$10
• Delay to pay contribution for death	10 calendar days (20 calendar days if multiple deaths)
• Deadline to pay contribution for budget & other expenses	30 calendar days
• Penalty for late payment of contributions	\$50
• Deadline to pay penalties and contributions beyond initial delay before automatically losing membership	10 calendar days
• Returning membership fees	\$100
<b>SOBATAM Pool members</b>	
• Waiting period	90 days (180 days returning member)
• One-time membership fee	\$15

<ul style="list-style-type: none"> <li>• Minimum deposit</li> </ul>	\$100 (\$50 for SOBATAM Pool for families)
<ul style="list-style-type: none"> <li>• Deadline to bring deposit to \$100 (\$50 for SOBATAM Pool for families)</li> </ul>	30 calendar days
<ul style="list-style-type: none"> <li>• Penalty for default to bring deposit to \$100 (\$50 for SOBATAM Pool for families) before deadline</li> </ul>	\$10 (automatically subtracted from deposit)
<ul style="list-style-type: none"> <li>• Additional deadline to bring deposit to \$100 or above before losing membership if deposit is below \$10</li> </ul>	10 calendar days.
<b>Death notification and other requirements</b>	
<ul style="list-style-type: none"> <li>• Maximum delay to notify SOBATAM before losing benefits</li> </ul>	15 calendar days if death in North America 18 calendar days if death outside North America
<ul style="list-style-type: none"> <li>• Delay for additional documents to reconcile mismatch in name, day and month of birth</li> </ul>	45 calendar days

### 3 Group Membership

#### 3.1 Eligibility

1. Membership to SOBATAM is voluntary
2. The group must have at least 8 members
3. All members of the group must have their primary residence in North America (USA or Canada), must be of Cameroonian descent or immediate relatives (spouse/domestic partner, children, father, mother) of a member of Cameroonian descent.
4. A member who has been in good standing for 2-4 years can maintain his/her membership if he/she moves outside North America provided he/she continues to fulfil all his/her obligations. The procedure to follow is described in the ***“Residency Requirement Waiver”*** section. However, members who had been in good standing for 2 years as of 12/29/2024 qualify for the residency requirement waiver if they apply before 2/1/2025. Starting from 2/1/2025 all applicants will be required to meet 4 years of membership in good standing to qualify for the residency requirement waiver.
5. Membership of friends of people of Cameroonian descent already enrolled in SOBATAM will be maintained provided they prove they voluntarily enrolled and voluntarily designated the beneficiaries in SOBATAM files.
6. A member who joins SOBATAM through a group or SOBATAM Pool is assumed to do it personally and voluntarily if 18 years or older and is solely responsible for decisions related to his/her membership including: designating beneficiaries, transferring to another group or withdrawing from SOBATAM. For a minor (17-year-old or younger), a parent, legal custodian or a person legitimately authorized, is responsible for making these decisions on his/her behalf.
7. A 3<sup>rd</sup> person can facilitate the enrollment of a member in SOBATAM including paying contributions on his/her behalf. This is assumed to be done with the knowledge and consent of the member.

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This does not give this person the authority to make decisions in place of the member without his/her knowledge and consent unless the person has a legal or legitimate authorization to act on behalf of the member when the latter cannot express his/her intentions.

8. Groups must comply with the above requirements for all their members. They must make sure that decisions affecting the status of a member are done with his/her consent and knowledge.
9. People enrolling others in the SOBATAM Pool or SOBATAM Pool for families must comply with the above requirements.
10. SOBATAM must enforce the above requirements. If there is a conflict regarding the enrollment of a member, SOBATAM must defer to the member instructions. However, for a transfer to another group, SOBATAM must make sure the member has fulfilled SOBATAM related obligations to his/her group before performing the transfer. If the member is not able to communicate her instructions to his/her delegates or SOBATAM, SOBATAM must immediately suspend the member until the situation is sorted out. During the suspension, the member SOBATAM ID is no longer valid. In accordance with bylaw section 4.02a, and IR section 8.1.1, during the suspension, the member cannot receive benefits and does not contribute to death or budget contributions. SOBATAM must remove the member if the situation is not resolved 6 months after the suspension of the member.
11. SOBATAM shall deny benefits to anyone who enrolls someone who is not an immediate relative (Spouse/domestic partner, child, parent (father, mother)) without his/her full knowledge and consent.
12. Harvesting enrollments of non-immediate relatives for direct benefit or indirect benefit through a third person is forbidden and must result in a denial of benefits with possible legal implications against defaulters.

### 3.2 Registration

1. The representative of the group shall go to the SOBATAM registration page at <https://sobtam-na.org/register> and follow the instructions on how to open a group account and enter online information for the group members, or on how to submit the information using the registration form; He/she can also request a registration form by sending an email to [registration@sobatam-na.org](mailto:registration@sobatam-na.org)
2. If you download the registration form, fill out the form, sign it and send it at [registration@sobatam-na.org](mailto:registration@sobatam-na.org) or upload it online at <https://sobatam-na.org/register>.
3. After reviewing the application, SOBATAM will confirm reception by emails with further instructions.
4. Group pays the one-time membership fees of \$50
5. SOBATAM confirms reception of payment. Members enter the 90 days waiting period for the activation of benefits.
6. After the waiting period SOBATAM assigns a Group ID to the group, a membership ID to each member of the group meeting the 90-days waiting period and send an email notification to the group delegates.

7. No SOBATAM ID will be assigned to a member, if the day and month of birth are not on file. The day and month of birth are considered not on file if they are either missing altogether or are set to an invalid day and month: 30-February, 31-February.
8. The full name of each registered member shall correspond to what is on an official document required in case of death.
9. After it becomes active (receives a Group SOBATAM ID), the group must pay \$10 registration fees for each new member added.
10. No SOBATAM ID shall be assigned to a person who does not have at least one designated beneficiary. The relationship between the member and the beneficiary must be specified. If the beneficiary is not a direct relative (spouse/domestic partner, child, mother, father) proof that the member is enrolled with his/her full knowledge and consent will be required. Current members have until 3/15/2025 to provide beneficiary information and required documents.

### 3.3 Group list updates

1. The list of members of a group can be updated to correct the names of one or several members, add one or several members, drop one or several members, update list of assigned delegates.
2. The update can be performed by a delegate by login on the group account on SOBATAM website. This is the recommended method. The change will be considered within 3 business days.
3. The update can be performed by downloading the form online at <https://sobatam-na.org/register>, filling it out and emailing it to [registration@sobatam.org](mailto:registration@sobatam.org).
4. If the form is sent by email, allow 10 business days for the request to be processed.
5. The full name of the member, his/her month and day of birth shall correspond to what is in an official document required in case of death.

### 3.4 Membership transfer to another group

1. A member from a group in good standing can transfer to a new group in good standing or to the SOBATAM pool.
2. Either the outgoing or the receiving group must notify SOBATAM of the transfer by email at [registration@sobatam-na.org](mailto:registration@sobatam-na.org). SOBATAM will notify the other group and perform the transfer after 4 calendar days if there is no objection from the other group. The objection must be related the fulfillment of SOBATAM related obligations to the group.
3. Allow 10 business days for the changes to take effect.
4. SOBTAM does not intervene in the internal operation of groups.

### 3.5 Membership transfer to SOBATAM Pool

1. If the member wants to join the SOBATAM pool, the outgoing group or the member shall notify SOBATAM by email at [registration@sobatam-na.org](mailto:registration@sobatam-na.org).

2. SOBATAM performs the transfer and notifies the member of all the other requirements to complete the transfer to SOBATAM pool and deadline of 15 calendar days to fulfil the financial obligations.
3. Membership to the pool becomes active only after the member has met all the financial requirements to join the SOBATAM pool in particular the provision of \$100 or \$50 if joining SOBATAM Pool for families.
4. While the transfer to SOBATAM pool is pending, the member is presumed to be in good standing if within the deadline and in bad standing if outside the deadline.

### 3.6 Withdrawal

1. A deceased member shall be automatically removed by SOBATAM from SOBATAM active member database and the corresponding group membership list.
2. A group may request to withdraw from SOBATAM at any time. The withdrawal shall be effective after SOBATAM has received the Withdrawal Request Form and verified that the requesting group is in good standing.
3. A member who wishes to withdraw from SOBATAM shall contact his/her delegate. Only a delegate can withdraw a member from SOBATAM. He/she shall follow the procedure for updating the list of a group.

### 3.7 Loss of membership

A group will lose its membership under one of the following conditions:

1. **The group has been in a bad standing beyond the deadline** prescribed in the group financial obligations. Members of the group can only join SOBATAM under the conditions of returning members.
2. **The group no longer meets the minimum of 8 members requirement.** Under these conditions, members of the group are eligible to join the SOBATAM Pool or transfer to other groups. The group will be notified, and members have 30 days to join the SOBATAM Pool by paying the required financial provision of \$100 or \$50 if joining SOBATAM Pool for families. Members affected do not have to pay the one-time membership application fee to join the SOBATAM Pool.
3. **The group does not abide by SOBATAM rules and is a source of grave disturbance.** The group will be notified by SOBATAM. Individual members of the group who were not the cause of the disturbance have 30 days to transfer to other groups or join the SOBATAM pool. SOBATAM reserved the right to refuse individual members if they were the cause of the disturbance. If a member chooses to join the SOBATAM group, it will have to pay the one-time membership fees and fulfil all other financial obligations.

### 3.8 Returning Members

1. Any group that voluntarily withdraws from SOBATAM may come back. But will receive a new group ID.

2. The returning group shall observe a waiting period of at least 180 days. If the returning group left with some pending financial obligations, it must pay them off and must also pay a one-time fee of \$100.
3. If the group has lost membership because it didn't meet the minimum number of members requirements, the above conditions do not apply. The group will be treated as a new group.
4. Any member who voluntarily withdraws from SOBATAM may come back with the same group or a different group. He/she shall be assigned a new membership ID after at least 180 days.

## 4 SOBATAM Pool membership

### 4.1 Eligibility

1. Membership to the SOBATAM Pool is voluntary
2. Any individual who meets the community member criteria set in the bylaws, regardless of current citizenship, with the primary residence in North America (USA or Canada) and the eligibility criteria enumerated for group members, and who is not already a member of a SOBATAM member group.
3. Any member of a member group meeting the conditions of transfer to the SOBATAM Pool.
4. 2 to 7 members of the SOBATAM pool can opt to join the SOBATAM Pool for families. They share the same point of contact who has access to the other member accounts, can update their information, pay for their financial obligations, and receive and send emails on their behalf.

### 4.2 Registration

1. To register, you must go to the SOBATAM registration page at <https://www.sobatam-na.org/register> and follow the instructions to either open an account online or to register online.
2. You can also simply send an email to [registration@sobatam-na.org](mailto:registration@sobatam-na.org) with the following information: First name, Last name, day & month of birth, email address, country of residence, primary beneficiary full name, contact information and relation to you.
3. The individual must be 18 year or older. If younger than 18-year-old, you cannot directly open an account with SOBATAM. Your application must be submitted by email at [registration@sobatam-na.org](mailto:registration@sobatam-na.org) by someone older than 18 year and with the proper authority to do so. The person must provide his/her full name and contact (email and telephone) and include the following statement to the application email: "I am 18 year or older and affirm that I have the proper authority to enroll the above minor individual to SOBATAM Pool".
4. The individual pays the one-time membership fees of \$15 and a deposit of \$100 or \$50 if joining SOBATAM Pool for families.
5. SOBATAM sends a confirmation email to the individual. The membership will stay in pending status for 90 days.
6. After the 90 days waiting period, SOBATAM will issue a membership ID to the individual.
7. No SOBATAM ID will be assigned to a member, if the day and month of birth are not on file. The day and month of birth are considered not on file if they are either missing altogether or are set to an invalid day and month: 30-February, 31-February.



8. The full name of each registered member shall correspond to what is on an official document required in case of death.
9. No SOBATAM ID shall be assigned to a person who does not have at least one designated beneficiary. The relationship between the member and the beneficiary must be specified. If the beneficiary is not a direct relative (spouse/domestic partner, child, mother, father) proof that the member is enrolled with his/her full knowledge and consent will be required. Current members have until 3/15/2025 to provide beneficiary information and required documents.

#### 4.3 Update of member information

1. Member information can be updated at any time including the name, month and date of birth.
2. A member can update his/her information on the website or by sending an email to [registration@sobatam-na.org](mailto:registration@sobatam-na.org).
3. Members must allow up to 10 business days for the change to take effect if submitted by email.
4. SOBATAM will send a confirmation email when the change takes effect.
5. The full name of the member, his/her month and day of birth shall correspond to what is in an official document required in case of death. No name adjustment is accepted after the death of the member.

#### 4.4 Transfer to a group

1. A member of SOBATAM pool in good standing can transfer any time to a group in good standing.
2. The member or the receiving group must notify the transfer to SOBATAM by email at [registration@sobatam-na.org](mailto:registration@sobatam-na.org).
3. SOBATAM will perform the transfer and notify both the group and the member
4. Any remaining provision will be transferred back to the member
5. SOBATAM reserves the right to refuse the transfer of a member in bad standing. Such a member will be considered as a returning member.

#### 4.5 Withdrawal

1. A deceased member shall be automatically removed by SOBATAM from SOBATAM active member database and from the SOBATAM pool.
2. A member may request to withdraw from SOBATAM Pool at any time. The withdrawal shall be notified to SOBATAM by email at [registration@sobatam-na.org](mailto:registration@sobatam-na.org). SOBATAM will verify that the member is in good standing.
3. Any remaining provision will be transferred back to the member
4. The member account will be closed by SOBATAM

#### 4.6 Loss of membership

A member of SOBATAM pool will lose its membership under one of the following conditions:

1. **The member is in a bad standing.** The member is not able to maintain his/her financial provision at the level required.

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2. **The member does not abide by SOBATAM rules and is a source of grave disturbance.** The member will be notified by SOBATAM and any remaining provision will be returned to the member.

#### 4.7 Returning member/Reinstatement

Any member of SOBATAM pool who voluntarily withdraws from SOBATAM may come back with a member group or SOBATAM pool. He/she shall be assigned a new membership ID only after at least 180 days and will be subject to all the other rules to a new member joining a member group or the SOBATAM pool.

If the returning members lost his/her membership after a delinquency, he/she must pay a returning fee of \$30. Also, the member can be reinstated only if he/she has paid off all amounts in arrears.

A member who lost his/her membership due to disturbance is not eligible to return before 90 days. After he/she becomes eligible to return, he/she will be subject to all the other rules applicable to returning members.

## 5 Group Delegates

### 5.1 Roles

1. Delegates represent the groups at the National General Assembly and have all the prerogatives afforded to them by SOBATAM Bylaws.
2. Delegates are the interface between the group and SOBATAM. All communication between SOBATAM and groups is done through the delegates.
3. Only a delegate can update the group member list, request the withdrawal of the group from SOBATAM or any other administrative task on behalf of the group.

### 5.2 Designation

1. Groups are solely responsible for the designation of their delegates.
2. A group shall designate at least 1 delegate to handle administrative tasks on behalf of the group and interface with SOBATAM. The person who files the group application is the de facto delegate administrator of the group until he/she notifies SOBATAM otherwise.
3. Each group is responsible for promptly replacing a delegate who is no longer member of the group
4. SOBATAM can suspend or remove a member who is a group delegate and who is the source of grave disturbance. In that case it is up to the group to designate a new delegate.
5. At least 3/4 of the delegates of the SOBATAM Pool must be designated outside the members of the National Executive Bureau (EB).
6. At least 1 member of the EB must be designated as a SOBATAM Pool delegate.
7. The EB is responsible for the administration of the SOBATAM Pool.
8. Delegates of the SOBATAM Pool are advocates of the group members and represent the group at the general assembly (GA).
9. Groups are solely responsible for keeping up to date contact information of their delegates including: telephone numbers and email addresses.

### 5.3 Number of delegates per group

1. Each group of up to 20 members can have 2 delegates. A group will have additional delegates based on the range of their membership as indicated in the table below.
2. The number of delegates for the SOBATAM Pool will follow the above rules.

Table 1: Number of delegates per group size

Membership Range	Number of delegates	Membership range	Number of delegates	Membership range	Number of delegates
20 or less	2	81 - 100	6	161 - 180	10
21 - 40	3	101 - 120	7	181 - 200	11
41 - 60	4	121 - 140	8	201 or more	13
61 - 80	5	141 - 160	9		

## 6 Matriculation

1. All membership IDs shall remain the sole property of SOBATAM and should under no circumstances be used outside the scope of SOBATAM.
2. The use of names and membership IDs, as well as emails and phone numbers from SOBATAM for political or economic purposes is not authorized and shall be liable to prosecution.
3. Members from a dissolved group as well as eligible SOBATAM pool members shall get a new identification number and stay current.
4. No member shall have two (2) identification numbers. It is the responsibility of the delegates of a group to ensure that their members are not registered twice.

## 7 Benefits

### 7.1 Eligibility

1. The deceased member shall be a member of a group in good standing as specified in the “Group Good Standing Determination” section (10).
2. If the deceased is a member of the SOBATAM Pool, he/she must be in good standing as specified in the “SOBATAM Pool Member Good Standing Determination” section (11).
3. All notifications and other requirements enumerated below are met.

### 7.2 Determination of the benefit

1. The total amount SOBATAM pledges to help family of a deceased member to cover funeral expenses will depend on the number of months membership is active in SOBATAM. Full description of total count of months within a specific period where a membership is considered active and related/assigned amount is described in the table below. **In this context, a full month is 30 days.** The number of days is determined starting from the time the member received his/her SOBATAM ID to the day the member deceased. For instance, if a member passes away after 180

to 209 days, he/she is credited 6 full month membership, and after 210 to 239 days, he/she is credited 7 full month membership.

2. This amount may be increased in the future by a vote of a simple majority of delegates if membership increases significantly and the contribution per member is around a few dollars and/or to consider higher costs of funeral.
3. If membership decreases to a point where the contribution per member is \$50 or higher, the amount of the benefits can be decreased by a vote of a majority of delegates.
4. Benefit determination table

Full Month Membership	Benefit Amount	Full month membership	Benefit Amount
30 months or more	\$15000	29 months	\$14500
28 months	\$14000	27 months	\$13500
26 months	\$13000	25 months	\$12500
24 months	\$12000	23 months	\$11500
22 months	\$11000	21 months	\$10500
20 months	\$10000	19 months	\$9500
18 months	\$9000	17 months	\$8500
16 months	\$8000	15 months	\$7500
14 months	\$7000	13 months	\$6500
12 months	\$6000	11 months	\$4000
10 months	\$3500	9 months	\$3000
8 months	\$2500	7 months	\$2000
6 months	\$1500	5 months	\$800
4 months	\$650	3 months	\$500
2 months	\$300 or contributions paid + \$100 whichever is greater	1 months	\$300 or contributions paid + \$100 whichever is greater
Less than 1 month	Contributions paid		

### 7.3 Notification and other Requirements

#### 7.3.1 Death in North America (USA and Canada)

1. Any death shall be notified to SOBATAM within 15 calendar days. It can be done by sending an email to [death-notification@sobatam-na.org](mailto:death-notification@sobatam-na.org) with the member information, date and location of death, SOBATAM ID and contact information of the beneficiary.
2. The following documents must be produced to SOBATAM after notification of the death to trigger the collection of contributions from members:
  1. Death Certificate
  2. SOBATAM Membership ID
  3. Copy of a Picture ID.

4. A document showing the relationship for beneficiaries who are direct relatives of the deceased member and/or notarized documents or any adequate proof that the deceased member voluntarily enrolled and designated non-immediate relatives as beneficiaries.
5. The name, day and month of birth in the death certificate and picture ID must correspond to what is on file. If there is a mismatch, beneficiaries have up to 45 calendar days from the day initial documents were provided, to provide additional official documents allowing to reconcile the mismatch. Beyond that deadline, benefits are denied.
6. Benefits cannot be denied if the mismatch is due to a SOBATAM clerical error.
7. Benefits shall be denied if the day and month of birth are not on file. Existing members have until 08/31/2023 to comply.

#### 7.3.2 Death Outside North America (USA and Canada)

1. Any death outside North America shall be notified to SOBATAM within 18 days. It can be done by sending an email to [death-notification@sobatam-na.org](mailto:death-notification@sobatam-na.org) with the member information, date and location of death, membership ID and contact information of the beneficiary or right holder.
2. The following documents must be produced to SOBATAM after notification of the death to trigger the collection of contributions from members:
  1. Death Certificate
  2. SOBATAM Membership ID
  3. Copy of a Picture ID
  4. Copy of airline tickets or any proper document showing that the member travelled outside the USA or Canada less than 6 months before the date of death. This is not required if the member has been a member for more than two years and has notified SOBATAM that he/she will be moving outside North America for more than 6 months.
  5. A document showing the relationship between the beneficiaries who are direct relatives of the deceased member and/or notarized documents or any adequate proof that the deceased member voluntarily enrolled and designated non-immediate relatives as beneficiaries.
  6. The name, day and month of birth in the death certificate and picture ID must correspond to what is on file. If there is a mismatch, beneficiaries have up to 45 calendar days from the day initial documents were provided, to provide additional official documents allowing to reconcile the mismatch. Beyond that deadline, benefits are denied.
  7. Benefits cannot be denied if the mismatch is due to a SOBATAM clerical error.
  8. Benefits shall be denied if the day and month of birth are not on file. Existing members have until 08/31/2023 to comply.

#### 7.3.3 Other requirements

1. To enable SOBATAM to conduct a more robust vetting of primary residency and travel requirements, the authenticity of the member death and the supporting documents, the beneficiary upon requested, must:

1. give any waiver and provide any support required for SOBATAM or its designated agents, to directly obtain copy of the documents from the issuing or custodian authorities.
2. Promptly answer any questionnaire or inquiry submitted by SOBATAM or its designated agent.

#### 7.4 Deceased member Privacy

1. To preserve the privacy of the deceased, the group delegate shall mask the cause of death, usually mentioned on the death certificate, before providing it to SOBATAM.
2. The Executive Bureau shall mask deceased member's sensitive and personal identification information such as the SSN after their case has been settled.

#### 7.5 Payments

1. SOBATAM shall collect a sum of fifteen thousand dollars (\$15000) from all association groups and transfer these funds to assist with the funerals of the deceased. This amount is directly paid to designated beneficiaries if on file or the right holder(s) of the deceased.
2. Payment to the right holder(s) will be made using one of the following methods:
  1. Transfer of funds into the bank account of the right holder(s).
  2. Direct payment to the right holder(s) by check or cashier's check.
3. Delegates of the group in which the deceased member belongs to are responsible for providing the name and mailing address of the right holder(s) if no beneficiary is on file.
4. Under no circumstances shall funds be given to the beneficiary in the form of cash.
5. If the beneficiaries do not allow SOBATAM to advertise the fact that the beneficiaries will be receiving benefits from SOBATAM, 10% of the payout of the benefits will be retained by SOBATAM.

## 8 Contributions

### 8.1 Per member contribution determination

1. The per member contribution is determined by dividing the benefits by the total number of members with a SOBATAM membership ID. If the total number of members with a SOBATAM membership ID is 7500 and the benefit is \$15000. The per member contribution will be \$2 (\$15000/7500).
2. \$1 will be added to the per member contribution determined above to cover expenses associated to the processing of the death and start building a reserve fund.
3. The contribution of a group is determined by multiplying the per member contribution by the total number of members of the group with a SOBATAM membership ID. If a group has 20 members and the per member contribution is \$11 (\$10 + \$1). The group contribution is \$220 (\$11x20).

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## 8.2 Collection from Groups

1. Collection of contributions from groups must be triggered after verification of eligibility and notification requirements.
2. SOBATAM must send the contribution table along with the proof of death to group delegates on file via email and SOBATAM delegate social network groups.
3. The contribution table must provide at least the following information:
  1. Name of the deceased
  2. Date of death
  3. Date the deceased received SOBATAM membership ID
  4. The name of the group of the deceased
  5. Total number of members with a SOBATAM membership ID
  6. Per member contribution
  7. For each member group: the number of members with membership ID and the total contribution of the group.
  8. Information on how groups can pay for their contributions. The same information must be available on the SOBATAM website.
4. Each group has 10 calendar days to pay for their contributions. However, if the contribution table is for several deaths, groups will have 20 calendar days to pay for their contributions.
  1. If a group does not honor its contribution within 10 calendar days, it will incur a penalty of \$50. The group has 10 calendar days to pay for the contribution and the penalty. After that the group is considered in bad standing and it is automatically dropped from SOBATAM membership. The group can be reinstated if it pays within 30 days of being automatically dropped, outstanding contributions including for deaths that occurred during the period the group was automatically dropped, and a penalty of \$100. Beyond this delay, the group can only return under the conditions of a returning group.
5. If SOBATAM is not able to collect the total amount of benefits, the beneficiaries or right holders will receive the amount collected and the missing amount will be redistributed among the members after dropping the delinquent groups.
6. SOBATAM reserves the right to delay a death announcement if it occurs after one or more other deaths within the same month. The goal is to limit contribution requests to a reasonable amount per month.

## 8.3 Collection from the SOBATAM Pool

1. Contributions for the SOBATAM Pool will be withdrawn from the deposits of members of the Pool.
2. Members whose deposit drops below \$100 or \$50 for SOBATAM Pool for families, will receive a notification requesting them to bring their deposit to at least \$100 or \$50 respectively.
3. Members must bring their deposit to at least the minimum required within 30 calendar days after receiving the notification.
4. A member who does not bring his/her deposit to the minimum required within 30 calendar days will incur a penalty of \$10 that will be automatically subtracted from his/her deposit. Members

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who do not respect the deadline and whose deposit is below \$10, 10 days after the deadline are reputed to be in bad standing and will automatically lose their SOBATAM membership.

## 9 Operating budget and other expenses

### 9.1 Operating budget

1. The EB must prepare the operating budget of SOBATAM and submit it to the GA for review and approval.
2. The GA has the power to review and amend the proposed budget. The final budget is approved by an affirmative vote of a simple majority of the delegates present.
3. After the adoption of the operating budget, the EB shall send the contribution table no later than 15 calendar days.
4. After receiving the budget contribution notification, groups must honor their contributions no later than 30 calendar days. If the group does not honor its contribution to the budget, it will incur a penalty of \$50. The group then has 10 calendar days to pay for the contribution and the penalty. If the group still fails to honor its financial obligations after this last deadline, it will automatically lose its SOBATAM membership.
5. The per member contribution of the operating budget is determined by dividing the amount of expenses by the total number of members with a SOBATAM membership ID. If the operating budget includes total expenses of \$9000 and the number of members with a SOBATAM membership ID is 3000, the per member contribution to the operating budget will be \$3.00 ( $\$9000/3000$ ).
6. The group contribution is determined by multiplying the per member contribution by the number of members with a SOBATAM membership ID in the group. If the per member contribution is \$3.00 and the number of members is 20, the group contribution to the operating budget is \$60.00 ( $\$3 \times 20$ ).
7. SOBATAM Pool contribution will be withdrawn from its member deposits. Members whose deposit drops below the minimum required will have 30 calendar days to bring their deposit back to at least the minimum required. Members who do not bring their deposit back before the deadline will incur a penalty of \$10 automatically subtracted from their deposit. Members whose deposit is below \$10 and 10 days beyond the deadline to bring their deposit to minimum required, will automatically lose their SOBATAM membership.

### 9.2 Out of budget expenses

1. The EB shall not engage non-budgeted expenses representing more than 10% of the operating budget approved by the GA.
2. The EB shall summon an extraordinary meeting of the GA to approve out of budget expenses if the total is more than 10% of the operating budget approved by the EB.
3. The EB cannot engage expenses for which it does not have funds available. In other words, the EB cannot borrow to fund expenses.



4. Contributions to legitimate out of budget expenses will be determined and collected under the same conditions as the operating budget unless the GA specifically prescribes other conditions by a vote of a simple majority of delegates present.
5. All expenses should be tracked and included in the annual financial report, made under the proper authorization by the EB and must comply with state and federal laws.
6. Contributions for a member death shall not be used for other expenses.
7. Contributions for the operating budget and other expenses cannot be used to pay benefits for a member death.
8. The GA may exceptionally approve by a vote of 60% of delegates present the use of the operating budget funds if available and if it is not possible to collect the totality of the benefits a member is entitled to.

## 10 Determination of a group standing

A group is in good standing if it meets all the following conditions:

1. The group has a SOBATAM group ID
2. The group has not automatically lost its membership due to the failure to pay its contributions and penalties within the prescribed deadlines.

If a group does not meet all the above conditions, it is in a bad standing and its members cannot receive benefits.

## 11 Determination of a SOBATAM Pool member standing

A member is in good standing if he/she meets all the following conditions:

1. The member has a SOBATAM membership ID
2. The member has not lost automatically his/her membership due to the failure to maintain his/her deposit at the minimum level required before the prescribed deadlines.

A member who does not meet all the above conditions is reputed in bad standing and cannot receive benefits.

## 12 Fraud

1. It is considered as fraud:
  1. A member who obtained a SOBATAM membership ID while his/her main residence is outside the United States or Canada
  2. Any falsified document.
  3. Any false statement.
  4. A member having two (2) Identification Numbers
2. In case of fraud detected, the concerned group or member will be excluded from SOBATAM

3. SOBATAM reserves the right to demand repayment of benefits unduly received and to press charges if necessary.

## 13 Residency Requirement Waiver

### 13.1 Introduction

In accordance with SOBATAM Bylaws section 3.01.c and Internal Rules section 3.1.4, a member who has been in good standing for 2 years can move outside North America (USA or Canada) and maintain his/her membership.

This section specifies the procedure that SOBATAM members should follow to take advantage of this important benefit. The goal is to ensure the sustainability of the benefit in the long run while protecting against possible abuses.

### 13.2 Guiding principles

1. **Default primary residence.** All members are presumed to have their primary residence in North America (USA or Canada) and are subject to the 6-month travel restriction until they explicitly request a residency requirement waiver.
2. **Proof of prior primary residence in North America.** At the time of the residency requirement waiver request, the member must provide some proof that his/her primary residence prior to the request was in North America.
3. **New country of primary residence.** The member requesting a waiver must indicate the new country of his/her primary residence. If the member deceases outside his/her country of primary residence or North America, he/she will be subjected to the same travel document requirements as members whose primary residence is in North America and who deceased outside North America.
4. **Death Notification.** At the death of a member with a residency requirement waiver, death notification requirements will be the same as for a member who deceases outside North America except if the death occurs in North America. In the latter case the requirements are the same as for the members with his/her primary residence in North America.
5. **Document requirements.** If the member deceases in his/her country of primary residence or in North America, there is no requirement to provide travel documents. If the member deceases outside his/her country of primary residence or North America, travel documents showing that the member has traveled less than 6 months before his/her death will be required.
6. **Residency requirement Waiver form and records.** SOBATAM must develop a residency requirement waiver form to help members meet the above requirements. The form can be downloaded from the website, requested by the member for SOBATAM Pool, point of contact for SOBATAM Pool for families, or by a delegate for SOBATAM Groups.
7. **Records.** SOBATAM must maintain records of members with residency requirement waivers.
8. **Cancellation of residency requirement waiver.** If the member moves back in North America, he/she can cancel the residency requirement waiver directly (SOBATAM Pool), through the point

of contact for SOBATAM Pool for families or through a delegate for SOBATAM groups, by sending a request at [registration@sobatam-na.org](mailto:registration@sobatam-na.org) from an email address on the record. SOBATAM must send a confirmation email to the member, point of contact or delegate.

9. **Change of country of primary residency.** A member with a residency requirement waiver, can change his/her country of residence any time by simply notifying SOBATAM by email at [registration@sobatam-na.org](mailto:registration@sobatam-na.org). SOBATAM must confirm the change by email.

### 13.3 Procedure to request the Residency Requirement Waiver

The procedure can be initiated by the member if in the SOBATAM Pool, the SOBATAM Pool for families point of contact of the member, or a delegate of the SOBATAM group of the member.

1. Obtain the Residency Requirement Waiver (RRW) form by downloading from the web or the delegate account, or by requesting it at [registration@sobatam-na.org](mailto:registration@sobatam-na.org)
2. Fill out the RRW form.
3. Send the RRW along with documents supporting prior residency in North America at [registration@sobatam-na.org](mailto:registration@sobatam-na.org). The following documents can be used as a proof of prior primary residency in North America:
  1. A copy of a recent (less than 3 months) utilities bill (Telephone, Electricity/Gaz, ...) in North America at the name of the member.
  2. Copy of a valid Government issued document (driver license, Property taxes, passport, permanent residency card, ...) showing residency in North America.
  3. Travel documents from North America to outside North America of less than 6 months with the name of the member.
4. SOBATAM acknowledges reception of the RRW request by email.
5. SOBATM checks that the member meets waiver conditions: membership and document requirements.
6. SOBATAM confirms the acceptance or denial of the waiver by email. In the latter case, SOBATAM must provide the reason why the RRW is denied.

### **CERTIFICATE OF ADOPTION OF INTERNAL RULES**

I do hereby certify that the above stated Internal Rules for SOBATAM Incorporated were approved and adopted by the General Assembly on 12/29/2024 and constitute a complete copy of the internal rules and policies (IR) of the corporation.

Andre Ntamack, PhD

Secretary, SOBATAM Executive Bureau

Date: 01/12/2025