



# NGUZO

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## NGUZO ARTICLES OF ASSOCIATION

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ASSOCIATION FOR TANZANIAN DIASPORA IN CANADA

FEBRUARY 21, 2024

NGUZO

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## **ARTICLE 1: PREAMBLE, NAME, OBJECTIVES**

### **1.1 Preamble**

These articles are meant to provide a structure that guides Tanzanian Diaspora residing in Canada on enrolment process with NGUZO. NGUZO Is a voluntary local self- help Association for Tanzanian Diaspora in Canada. NGUZO is a Swahili terminology for a pillar - meaning members can lean on each other during difficult and troubled times.

The core mandate of NGUZO is to help Tanzanian Diaspora living in Canada manage and cope with the urgent and usually high costs of funerals, burials, or cremation arrangements when a family member dies.

In the past years, the Tanzanian Diaspora living in Canada has been financially burdened by high funeral cost following the demise of a fellow community member or a close member of the family.

Usually, whenever such an unfortunate event happens, community members have had to organize immediate fundraising meetings to assist community members with the associated funeral, burial, or cremation costs.

The task of fundraising for funerals has always been a challenging process. The process is associated with the unavailability of immediate funds to assist families to cover the funeral costs or, on a few occasions, transportation of the body to our country of origin (e.g., Tanzania).

### **1.2 Mission and Objectives**

#### *1.2.1. Mission*

NGUZO's mission is to reinvent the process from the front end to enable members to pre-plan their funeral costs and, therefore, defray the unexpected and usually high costs.

#### *1.2.2 Objectives*

The objectives of NGUZO are:

- To help NGUZO members pre-plan for their funerals to alleviate some or all associated costs (i.e., transportation, embalming, burial and or cremation costs)
- to create an organized way of securing funds from all interested members, in a financial account, from which money will be withdrawn and given to a member beneficiary(ies) promptly upon the death of a member.

This scheme is not a replacement for other personal arrangements such as Life Insurance or personal savings. Members are still encouraged to seek those mechanisms to ensure their family is cared for upon their loved one's death.

## **ARTICLE 2: MEMBERSHIP**

### **2.1 Eligibility**

NGUZO members MUST be:

(a) Residents of Canada

- A resident of Canada means:
  - Someone that has a permanent resident status in Canada or a Canadian citizenship status.
  - Someone that is not a Canadian citizen or permanent resident in Canada, but has a student visa, work permit or a temporary residence status in Canada for longer than twelve (12) months.
  - Someone that is neither a Canadian citizen nor permanent resident in Canada but has been living in Canada for longer than twelve (12) months and has shown settled intentions to remain in Canada.

(b) Aged 21 years or older.

- Those under 21 are required to be registered under a parent/guardian who is a member.
- Those under 21 living independently can register as adults.

(c) Tanzanians by origin/ancestry i.e.

- Both parents are Tanzanian by origin or ancestry
- One parent is Tanzanian by origin/ancestry.
- One grandparent is Tanzanian by origin/ancestry.
- Either spouse has Tanzanian origin/ancestry
- Are adopted child of a Tanzanian.

(d) Tanzanians by naturalization

(e) Parent/parent-in-law of a member who has Tanzanian origin/ancestry subject to requirements under section 2.1(a). The parent/parent-in-law would be expected to provide proof of relationship to a member.

(f) From all genders, religious, and political affiliations.

### **2.2 Membership Enrollment Process**

#### *2.2.1 Registration & Membership Fees*

- (a) To become a NGUZO member, one is required to register by submitting their application and a \$50 membership Commitment fee (NGUZO deposit) to the email address [malipo@nguzo.ca](mailto:malipo@nguzo.ca)
- (b) NGUZO members who are parents with children under 21 years of age are required to register their children and pay a ONETIME Fee of \$20 per child at the time of submitting their application. All the other membership guidelines shall be followed (except

for the Commitment fees)

- (c) When a child member attains the age of 21 years is regarded as an adult, a top up of a Commitment Fee of \$30 will be required so to be accorded all the rights and obligations of an adult member.
- The top up fee shall be payable within thirty (30) days from the 21st birthday by e-transfer to the email address [malipo@nguzo.ca](mailto:malipo@nguzo.ca). The rights as a child member will apply in the event of a death of the member during this period.
  - If a top up of the Commitment fee is not received after the thirty (30) days period, the child membership will automatically cease. Enrolling back will require a new application as an adult member.
- (d) An annual membership administrative fee of \$10 is required from each adult member to be paid not later than January 31<sup>st</sup> of each year.
- The flat fee is to be paid by all those who were active members or in the waiting period by December 31<sup>st</sup> of the preceding year.
  - The administrative fee shall be payable by e-transfer to the email address [malipo@nguzo.ca](mailto:malipo@nguzo.ca)
  - The annual membership fees shall be used for administrative costs (e.g., virtual conference platform, websites, registration fees, banking fees etc.).

### *2.2.2 Waiting Period*

- (a) All NGUZO members will have to go through a mandatory NINETY-DAYS (90) WAITING PERIOD before they can receive any benefits. The waiting time will start after the application, and all required fees are received at the bank. Please refer to the registration process, as illustrated in Figure 1
- (b) During the WAITING PERIOD, a member will not be required to pay any top-up fee per incident or receive any benefit from NGUZO in case of a death.
- (c) All unused funds contributions are non-refundable in the event of a death of the member during the waiting period.

### *2.2.3 Residency Requirements*

- (a) Every NGUZO member must reside in Canada at the time of registration.
- A Member who relocates permanently to another country will continue being a member provided he/she continues fulfilling all the other membership requirements and obligations.

### *2.2.4 Beneficiaries*

- (a) NGUZO members are required to identify their beneficiaries on the registration application.
- (b) NGUZO members are encouraged to have more than one adult beneficiary.

- A primary beneficiary who will receive NGUZO pay out money in the event of a death, and
- A secondary beneficiary who will receive NGUZO pay out money in the event the primary beneficiary is unavailable.

### 2.2.5 Membership Registration Number

All registered NGUZO members will be issued a membership registration number sent to them via the email they provided during the registration process.

### 2.2.6 Notification of Changes in Members' information

Members are required to notify NGUZO and update their information within 30 days of any changes (i.e., change of family composition such as the birth of a child, removal of a child who has attained the age of 21 and thus qualifies for individual membership OR changes of the beneficiary or beneficiaries. A member will submit the changes by sending an email to [info@nguzo.ca](mailto:info@nguzo.ca) or [nguzoyawatanzania@gmail.com](mailto:nguzoyawatanzania@gmail.com)

Figure 1: NGUZO Membership Enrollment Process



## **ARTICLE 3: PAYOUT ARRANGEMENTS**

### **3.1 Payment Eligibility**

NGUZO will only provide benefits to registered as members.

### **3.2 Death Reporting Procedure**

- (a) Death of a member **MUST** be reported to NGUZO as soon as it occurs (at least within 24 hrs. from the time the death occurs) by sending an email to [info@nguzo.ca](mailto:info@nguzo.ca)
- (b) NGUZO will contact the deceased's listed beneficiary(ies) with instructions on how to file a claim.
- (c) NGUZO will notify all other NGUZO members about the death that has happened (naming the deceased and family)
  - NGUZO will not discuss or announce the cause of death that is usually shown on the death certificate.
  - NGUZO members are encouraged to respect the bereaved family's privacy during the time of mourning.

### **3.3 Death Verification Process**

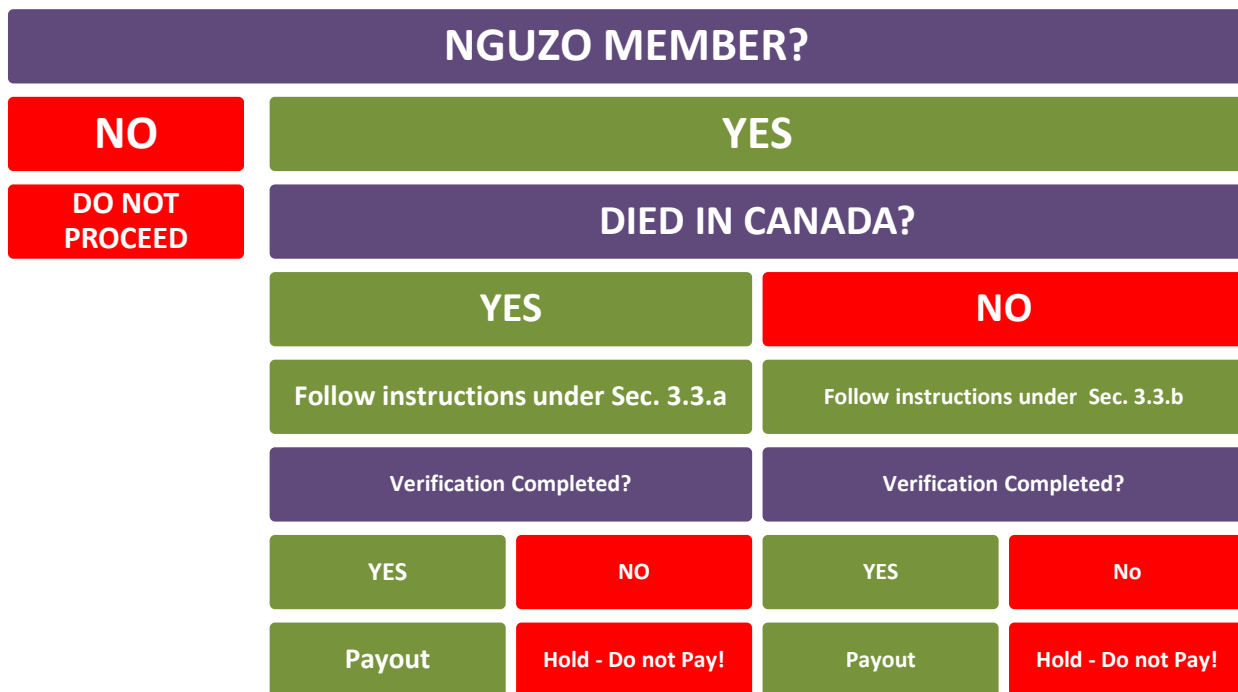
The death of a member should be verifiable.

- (a) When a member dies in Canada, the following documentations will be required to process the payout.
  - Please note that the documents with asterisks (\*) **MUST** be presented to NGUZO before payment can be processed:
  - Picture ID of the deceased member (driver's license, Ontario Photo Card, Passport, Student ID) \* **AND** Any of the three documents listed below.
    - Medical Certificate of Death given by the doctor or the coroner\*
    - The Statement of Death\*
    - Burial Permit\*
    - Death Certificate\*
  - Funeral home where the body of the deceased member is\*
    - This could be:
      - Hospital mortuary
      - Coroner facilities
      - Masjid handling the body for NGUZO Muslim members.
      - Other private funeral homes.
- (b) When a member dies outside of Canada the following documentations will be required to process the payout. Please note that the documents with asterisks (\*) **MUST** be

presented to NGUZO for the payment process to start.

- A copy of the deceased passport showing exit and entry stamps\*
- Copy of the deceased travel ticket\*
- Copy of the deceased Boarding pass
- Death certificate\*
- Burial permit.

Figure 2: NGUZO Death Verification Process



### 3.4 Payout Process

#### 3.4.1 Amount payable from the fund

(a) After receiving all required death verification documents (please refer to 3.3), NGUZO committee will determine the payout amount as follows:

- Death of an adult member, \$25 of each NGUZO member Commitment money will be paid to the deceased member named beneficiary(ies)
- Death of a registered child member, \$15 of each NGUZO

member Commitment money will be paid to the designated member parent. (*Only one nominated member parent will receive the payout benefit*)

(b) The listed beneficiary or beneficiaries will receive the pooled funds within 72 hrs. from the time the death is verified.



(c) For a named beneficiary to receive the payout funds, NGUZO will request the following documents:

- Beneficiary's picture ID
- A copy of the deceased's NGUZO membership certificate/registration number
- Completed payout application form.
- All the other documents as highlighted in 3.3.

### 3.4.2 Top Up Contribution Amount and Process

(a) NGUZO members will have 30 days to send in a top-up fee of \$25 for an adult death OR \$15 for a child death. i.e., by refunding the \$25 or \$15 respectively, used towards the payout made to the beneficiary(ies) of a deceased member.

(b) If the top-up money is not received after 30 days, a member will automatically be withdrawn from NGUZO membership. All contributions are non-refundable and, therefore, no refund of any portion of unused or used funds.

(c) Enrolling back will require the interested member to start the registration process again.

(d) Below is an example of the payout calculation in the event of the death of a child of a member.

- The family of Mr. Kimasomaso (a member of NGUZO) loose a child in a car accident.
- Mr. & Mrs. Kimasomaso are members of NGUZO, and their child was registered under their membership.
- The death is verified, and the funeral and/ or burial arrangements are on the way.
- The expected contribution to be given to Mr. & Mrs. Kimasomaso will be calculated, as shown in Table 1 below, based on the number of NGUZO registered members.

*Table 1: Payout Calculation for a Child's Death*

<b>Total Number of Members</b>	<b>Commitment Fees in Bank Account per Member</b>	<b>Contribution Amount Per Member's Commitment Fees (Child's \$)</b>	<b>Total Amount to be Paid to Mr. &amp; Mrs. Kimasomaso</b>
50	\$50.00	\$15.00	\$750.00
250	\$50.00	\$15.00	\$3,750.00
300	\$50.00	\$15.00	\$4,500.00
400	\$50.00	\$15.00	\$6,000.00
450	\$50.00	\$15.00	\$6,750.00
500	\$50.00	\$15.00	\$7,500.00
600	\$50.00	\$15.00	\$9,000.00
667	\$50.00	\$15.00	\$10,005.00

Table 2 below provides an example of the payout calculation in the event of the death of an adult member.

- Mrs. Mtimkavu (a member of NGUZO) loses her husband, who was also a member of NGUZO.
- The death is verified, and the funeral arrangements are on the way.
- The expected contribution to be given to Mrs. Mtimkavu, who was the listed beneficiary, will be calculated, as shown in Table 2 below, based on the number of NGUZO registered members:

*Table 2: Payout Calculation for an Adult's Death*

Total Number of Members	Commitment Fees in Bank Account per Member	Contribution Amount Per Member's Commitment Fees (Adult's \$)	Total Amount to be Paid to Mrs. Mtimkavu
50	\$50.00	\$25.00	\$1,250.00
100	\$50.00	\$25.00	\$2,500.00
150	\$50.00	\$25.00	\$3,750.00
200	\$50.00	\$25.00	\$5,000.00
250	\$50.00	\$25.00	\$6,250.00
300	\$50.00	\$25.00	\$7,500.00
350	\$50.00	\$25.00	\$8,750.00
400	\$50.00	\$25.00	\$10,000.00

### 3.4.3 Payout Amount

- Should NGUZO enroll more than 400 members, the maximum payout is currently proposed to be capped at \$10,000.
- The more members NGUZO register, the lesser will be the top-up fees each member would pay.
- Table 3 provides is an example of the amount of contribution [Column 3] each NGUZO member would pay in the event of death based on the number of registered active members [Column 1]
- As indicated in Table 3, if NGUZO were to register 400 members at its initiation stage, in the event of death, each member will pay a top-up fee of \$25.
- However, if NGUZO were to register 625 members at its initiation stage, in the event of death, each member will pay a top-up fee of \$16 only.
- The lower the contribution amount each member pays in the event of death, the higher the number of death events, the \$50 Commitment fees can cover, as shown in Column 4.

(g) Member's payout (payments) will be paid by Bank Transfers.

*Table 3: Contribution amounts Based on Number of Members*

<b>Estimated Number of Members [Column 1]</b>	<b>Maximum NGUZO Payout Amount [Column 2]</b>	<b>Contribution Amount Per Member's Top-up Fees in the event of a Death [Column 3]</b>	<b>Number of Death Events NGUZO \$50 Commitment Fees Can Contribute [Column 4]</b>
400	\$10,000.00	\$25.00	2
417	\$10,000.00	\$24.00	2
435	\$10,000.00	\$23.00	2
455	\$10,000.00	\$22.00	2
476	\$10,000.00	\$21.00	2
500	\$10,000.00	\$20.00	3
526	\$10,000.00	\$19.00	3
556	\$10,000.00	\$18.00	3
588	\$10,000.00	\$17.00	3
625	\$10,000.00	\$16.00	3
667	\$10,000.00	\$15.00	3
714	\$10,000.00	\$14.00	4
769	\$10,000.00	\$13.00	4
833	\$10,000.00	\$12.00	4
909	\$10,000.00	\$11.00	5
1000	\$10,000.00	\$10.00	5

## **ARTICLE 4: GOVERNANCE**

### **4.1 Leadership**

NGUZO association is led by a board that consists of a minimum six (6) Board Members and a maximum of 10 Board Members/ Directors.

- (a) **Chair of the Board:** The Chair of the Board, shall come from a pool of Directors. The Chair shall be appointed and approved by the majority number of Directors. The chair of the Board, if any, shall, when present, preside at all meetings of the Board of Directors and of the members. The chair shall have such other duties and powers as the board may specify. The Chair of the Board shall also act the President of the Corporation.
- (b) **Vice-Chair of the Board:** The Vice-chair of the Board, if one is to be appointed, shall come from a pool of Directors. If the Chair of the Board is absent or is unable or refuses to act, the Vice-Chair of the Board, if any, shall, when present, preside at all meetings of the Board of Directors and of the members. The Vice-Chair shall have such other duties and powers as the board may specify.
- (c) **Executive Secretary:** If appointed, the executive secretary shall attend and be the secretary of all meetings of the board, members, and committees of the board. The secretary shall enter or cause to be entered in the Corporation's minute book, minutes of all proceedings at such meetings; the secretary shall give, or cause to be given, as and when instructed, notices to members, directors, the public accountant, and members of committees; the secretary shall be the custodian of all books, papers, records, documents, and other instruments belonging to the Corporation.
- (d) **Treasurer:** If appointed, the treasurer shall have such powers and duties as the board may specify
- (e) **Deputy Treasurer:** If appointed, the Deputy Treasurer shall work closely with the Treasurer and have such powers and duties as the board may specify.
- (f) **IT and Technical Support:** If appointed, IT and Technical Support shall be responsible for all matters related to the Corporation's technical issues. The Technical support individual shall have such powers and duties as the Board may specify.
- (g) **Membership Officer:** If appointed, Membership Officer shall be responsible for all matters related to Membership and any other issues pertained to new memberships, renewals, and monitoring compliance of the existing members.
- (h) **Outreach & Communications Officer:** If appointed, Outreach & Communications Officer and shall be the spokesperson for the Corporation and shall be responsible for delivering information from the Board to the Members in terms of updates and other activities proposed by the Bard.

### **4.2 Leadership Term Limit**

- (a) The Board of directors will hold office for a term not exceeding 3 years.

## **ARTICLE 5 - FUNCTIONS AND QUALIFICATIONS OF THE OFFICERS**

### **5.1. The Chairman (or President)**

#### **Qualifications**

- (a) Any General Member, who has been a member of the Association for at least one-year prior to the Election Day, shall be eligible for election to this office.
- (b) He/she should also be an excellent communicator.

#### **Duties**

- (a) The Chairman shall be the presiding officer of the Executive Committee
- (b) The Chairman shall represent the Association in correspondence or through personal contacts with individuals and groups outside the membership of the association.
- (c) In case of his/her inability to do so, the Chairman shall appoint any member(s) to represent the Association.
- (d) The Chairman shall prepare, or assign someone to prepare, an annual general report on the activities of the Association for presentation to all members prior to the annual meeting of the members.
- (e) The Chairman shall appoint an advisory committee or other committees as and when needed for special purposes and events.

### **5.2. Vice-Chair of the Board**

#### **Qualifications**

- (a) Any General Member, who has been a member of the Association for at least one-year prior to the Election Day, shall be eligible for election to this office.

#### **Duties**

- (b) Provide support to the Chair of the Board
- (c) Assume the president's role when the president is not present for any reason.
- (d) Participate as a member of the executive committee.

### **5.3. The Executive Secretary**

#### **Qualifications**

- (a) Any General Member, who has been a member of the Association for at least one-year prior to the Election Day, shall be eligible for election to this office.

#### **Duties**

- (a) The Secretary shall be responsible for correspondence, records, and the property of the Association.

- (b) He or she shall assist the Chairman in the implementation of policies and activities adopted by the Executive Committee
- (c) The Executive Secretary shall call meetings of the Association and the Executive Committee on the instruction of the Chairman.
- (d) The Executive Secretary shall assist the Chairman in managing regular communications between the Executive Committee and the members of the Association.

#### **5.4. The Treasurer & Deputy Treasurer**

##### **Qualifications**

- (a) Any General Member, who has been a member of the Association for at least one-year prior to the Election Day, shall be eligible for election to this office.

##### **Duties**

- (a) The Treasurer shall disburse money in the name of the Association if the expenses do not exceed a reasonable amount as determined by the Executive Committee. In such a situation, the Treasurer may disburse payments only after the Executive Committee has sought special permission from the members of the association before committing to that activity.
- (b) The Treasurer shall prepare a financial report with a statement of income and expenditures of the association to be presented at the annual meeting of the members.
- (c) The Treasurer, with the help of the Chairman shall appoint an Auditor to Audit the Bank Account.

#### **5.5. IT and Technical Support**

##### **Qualifications**

- (a) Any General Member, who has been a member of the Association for at least one-year prior to the Election Day, shall be eligible for election to this office.
- (b) Experienced in working with membership databases and website designing.

##### **Duties**

- (a) Managing, monitoring, and maintaining Association Membership database
- (b) Ensure the membership database and individual membership records are maintained in line with Associating requirements.
- (c) Making requested changes, updates and modifications to database structure and data
- (d) Ensuring database security, integrity, stability, and system availability.

## **5.6. Membership Officer**

### **Qualifications**

- (a) Any General Member, who has been a member of the Association for at least one-year prior to the Election Day, shall be eligible for election to this office.

### **Duties**

- (a) Work with the Executive team and other Directors to plan activities that will promote the Association goals.
- (b) Identify and develop new recruitment or promotional avenues to raise awareness of the Association in the wider community.
- (c) Identify and arrange membership drives for increasing membership of the Association.
- (d) Deliver an excellent level of service to members, ensuring well-informed and prompt responses to membership enquiries.

## **5.7. Outreach & Communications Officer**

### **Qualifications**

- (a) Any General Member, who has been a member of the Association for at least one-year prior to the Election Day, shall be eligible for election to this office.

### **Duties**

- (a) Support the development of a communications strategy for various announcements.
- (b) Develop and distribute communications materials under the communications strategy, including website content, blogs, social media posters, and promotional videos.
- (c) Identify opportunities to promote awareness of the Association and to encourage engagement with Association activities.

## **ARTICLE 6: GENERAL MEETINGS**

- (a) Annual member's meetings will be either face to face or via virtual platforms.
- (b) Members' communication will mostly be through Email, Text messages, WhatsApp, or Telephone calls.
- (c) Please refer to the NGUZO By-Laws for information regarding meeting notices, quorum, and voting.

## **ARTICLE 7: FINANCIAL MANAGEMENT**

- (a) All financial transactions will be conducted through one of the Recognized Canadian Bank
- (b) Only authorized officers will be responsible for financial transactions according to the By-laws and as approved by the resolution of the Board of Directors
- (c) The Treasurer shall be responsible for establishing an NGUZO Bank account or accounts at such Bank as the NGUZO Board of Directors can mutually agree upon
- (d) All monies received from time to time on account of NGUZO shall be paid into the Bank Accounts in the via electronic transfer or other means agreed upon.
- (e) NGUZO has five (5) bank signatories.
- (f) Three of the five bank signatories will be required before the funds are released to beneficiary(ies).

## **ARTICLE 8: OTHER GOVERNING REGULATIONS**

### **8.1 Opting out, Refund, Withdrawal**

- (a) NGUZO membership is voluntary; members can opt-out as and when they wish.
- (b) NGUZO will not refund any portion of unused or used funds for members who decided to opt-out.
- (c) By not paying the required top-up fees within the 30 days announced to all members, a member will be considered to have voluntarily withdrawn.
  - Any child under 21 registered under such member will also be considered to have voluntarily withdrawn.

### **8.2 Fraud**

NGUZO membership can be terminated if a member is suspected of acting in a fraudulent manner, such as

- Faking death of a family or another NGUZO member
- Presenting to NGUZO falsified document(s) and or statement(s).



### 8.3 Miscellaneous

- (a) NGUZO is not responsible for the full cost associated with the funeral.
  - NGUZO members are encouraged to consider other means of reducing this burden at such times, such as obtaining Term or Life Insurance
  - In the event of more than one death of NGUZO members, NGUZO members will have to decide how to contribute on top of the required minimum amount.
- (b) NGUZO members are also encouraged to contribute in-kind whenever possible, e.g., by attending funeral gatherings such as prayers, viewing, and burial services.
  - NGUZO members are also encouraged to contribute in kind by providing FOOD and/or REFRESHMENTS for the funeral/burial gatherings as needed.
- (c) All contributions made to NGUZO (if any) are non-refundable, unless specified otherwise.
- (d) NGUZO can accept donations from private individuals, for-profit companies, charitable foundations, and governments, whether local, provincial, federal, or even foreign
- (e) As nonprofit entity, NGUZO can use more than one channel to fundraise money to support its operations.