

# MGWIRIZANO WATSOPANO

## Constitution & Bylaws

Malawian Benevolent Mutual Aid Society · United States of America

Unity · Benevolence · Support · Transparency



### AMENDMENT NOTICE — 1 April 2026

The following amendments were made to this Constitution in response to member feedback, effective 1 April 2026:

#### 1. Board of Directors — Term Limits (Article III, Section 3)

*Previous: The Board of Directors was described as a permanent oversight body serving across all successive elected leaderships.*

Amended: Board members now serve a fixed 2-year term, subject to the same democratic election and removal process as all other positions, with a maximum of two consecutive terms.

#### 2. Elections Section — Board Oversight Clause

*Previous: The Board of Directors was stated to maintain its oversight role indefinitely across all terms.*

Amended: Board members are now explicitly subject to the same 2-year term limit and democratic election process as all other leadership positions. The indefinite oversight clause has been removed.

*These amendments were made in response to member feedback and approved by the interim leadership team. No other sections of this Constitution were altered.*

| Established | 2026                   |
|-------------|------------------------|
| Version     | 1.0                    |
| Status      | Ratified by Membership |

# Preamble

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We, the members of Mgwirizano Watsopano, a Malawian benevolent mutual aid society established in the United States of America, hereby adopt this Constitution and Bylaws to govern our organization with transparency, fairness, and accountability.

We are bound together by our shared Malawian heritage and our commitment to stand with one another in times of loss and grief. When one of us mourns, all of us mourn. When one family needs support, our whole community responds.

This Constitution establishes the principles, structure, and rules by which we govern ourselves. Every member, every officer, and every committee is bound by it equally. No individual holds authority above this document.

# Article I — Name, Purpose and Scope

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## Section 1 — Name

The organization shall be known as Mgwirizano Watsopano, a Malawian benevolent mutual aid society registered in the United States of America.

## Section 2 — Purpose

The sole purpose of Mgwirizano Watsopano is to provide funeral fund assistance to members who experience the loss of eligible biological family members. The organization exists to ease the financial burden of bereavement and to demonstrate the love and solidarity of the Malawian community in America.

## Section 3 — Scope

The organization is strictly limited to funeral bereavement assistance. It does not provide assistance for medical expenses, immigration costs, business or personal loans, investment activities, or any other purpose not explicitly stated in this Constitution. Any expansion of scope requires a two-thirds majority vote of all eligible members with thirty (30) days written notice.

# Article II — Membership

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## Section 1 — Eligibility

Membership is open exclusively to individuals of Malawian heritage — persons born in Malawi, with at least one biological parent born in Malawi, or who identify as part of the Malawian diaspora community. Non-Malawian nationals may not hold membership regardless of their relationship to a member.

## Section 2 — Spousal Beneficiary Status

A legally married spouse of a Malawian member who is not of Malawian heritage may be registered as a beneficiary for funeral fund purposes only. Such a spouse may not hold membership, vote, or hold any office or committee position.

## Section 3 — Registration

Every new member must complete the official registration form, receive their Member ID, complete the Beneficiary Declaration form, and pay the one-time registration fee of twenty-five dollars (\$25.00) within thirty (30) days.

## Section 4 — Good Standing

A member is in good standing when they have paid their registration fee in full and have no outstanding funeral fund contribution arrears. All arrears must be cleared in full before a member regains good standing and benefit eligibility. Partial payment does not restore eligibility.

## Section 5 — New Member Enrollment & Grace Period

Membership enrollment operates under two distinct windows with different eligibility rules:

| Enrollment Window                               | Who Qualifies                                                                                                               | Benefit Eligibility                                                                                                                                                                                                        |
|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Founding Window (Initial Launch)</b>         | Anyone who registers and pays the registration fee during the initial launch period following the Second Formation Meeting. | Immediate — full benefit eligibility from the day the registration fee is received. No grace period.                                                                                                                       |
| <b>Annual Enrollment Window (Future Intake)</b> | Anyone who joins during subsequent annual enrollment windows as announced by the leadership team and Board of Directors.    | Ninety (90) day grace period from the date the registration fee is received. The member must still contribute to all active funeral funds during the grace period but may not open or receive a funeral fund until day 90. |

Enrollment windows are opened once per year..

### Founding Member Advantage

Members who register during the initial founding launch window qualify immediately with no grace period. This recognises their commitment to building the organization from the ground up.

# Article III — Beneficiary Declaration

## Section 1 — Requirement

Every member must complete a Beneficiary Declaration at registration. This form identifies the biological family members eligible for funeral fund benefits on behalf of that member. A funeral fund cannot be opened for any person not declared at the time of loss.

## Section 2 — Eligible Beneficiaries

| Relationship             | Requirement                                                                                                                                                                                                                                                            |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Biological Father        | Biological father only. Stepfathers and adoptive fathers not included.                                                                                                                                                                                                 |
| Biological Mother        | Biological mother only. Stepmothers and adoptive mothers not included.                                                                                                                                                                                                 |
| Legally Married Spouse   | Legally married spouse only. Customary marriage accepted at leadership discretion.                                                                                                                                                                                     |
| Biological Children      | Biological children only. Adopted or stepchildren not included.                                                                                                                                                                                                        |
| Full Biological Siblings | Biological siblings — meaning siblings who share at least one biological parent (same father or same mother). This includes full siblings (both parents shared) and half-siblings (one parent shared). Stepsiblings with no shared biological parent are not included. |
| Member — Self            | In the event of a member's own death, a fund of twenty-five dollars (\$25.00) per eligible member is opened to support the member's family.                                                                                                                            |

### Section 3 — Verification

The organization operates on a trust-based declaration system. Members are not required to provide birth certificates or other official documents to register beneficiaries. A member's signed declaration is accepted as sufficient. The Welfare Committee retains the right to request supporting information in cases where a claim appears inconsistent with the member's declaration. False declarations are grounds for immediate termination and repayment of any funds disbursed.

### Section 4 — Declaration Lock and Updates

Beneficiary Declarations are locked upon submission. Updates are permitted only during the annual update window (January 1–31) or within thirty (30) days of a qualifying life event: marriage, birth of a child, or death of a declared beneficiary. No retroactive declarations are permitted.

### Section 5 — False Declarations

Any member found to have submitted a false declaration is subject to immediate membership termination and must repay any funds disbursed on the basis of that false declaration.

## Article IV — Funeral Fund Operations

### Section 1 — Fund Creation

When a member loses a declared eligible beneficiary, the Welfare Committee shall verify the loss and open a funeral fund within twenty-four (24) hours of notification. Verification requires a death certificate or, where documentation from Malawi is limited, a signed member declaration at the Welfare Committee's discretion.

## Section 2 — Contribution Amount

The standard funeral fund contribution is ten dollars (\$10.00) per eligible member per fund. This amount may only be changed by a two-thirds majority vote of all eligible members.

## Section 3 — Member Death Fund

In the event of the death of a member themselves, a separate funeral fund is opened. Every eligible member shall contribute twenty-five dollars (\$25.00) to support the deceased member's family. The same fourteen-day contribution window and disbursement process applies. The bereaved family designated by the member shall receive the full proceeds.

## Section 4 — Contribution Window

All eligible members have fourteen (14) calendar days from fund announcement to contribute. The Zelle memo must include the member's ID and fund code exactly as specified.

## Section 5 — Maliro Amodzi — Two Members, One Loss

Maliro amodzi refers to a situation where two members who are contributing spouses, or two members who are biological siblings, both experience the same qualifying loss. When this occurs: relative. When this occurs:

- A single funeral fund is opened for the deceased relative
- Every eligible member contributes fifteen dollars (\$15.00) — higher than the standard \$10.00 to reflect the shared loss
- The affected members (spouses or siblings) are exempt from contributing to this fund
- Proceeds are split equally between all affected members (spouses or siblings) who are in good standing

## Section 6 — Disbursement

Ninety-five percent (95%) of funeral fund contributions are disbursed directly to the bereaved family. Five percent (5%) is allocated to the Administration Fund as set out in Article VII Section 2. Disbursement occurs promptly after fund closure. Advance disbursement may be authorized by the leadership team for urgent cases.

## Section 7 — Late Fees

A late fee of five dollars (\$5.00) applies to any funeral fund contribution received after the fourteen (14) calendar day contribution window. Late contributions must include the standard contribution plus the \$5.00 late fee. Contributions received after a fund closes entirely cannot be credited to that fund and are recorded as a missed contribution.

## Article V — Member Eligibility Status

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### Section 1 — Eligible

A member is **ELIGIBLE** when they are in good standing, have paid their registration fee, and have contributed to all open funeral funds or been formally exempted.

### Section 2 — At Risk

A member is **AT RISK** after missing two (2) funeral fund contributions. They remain eligible for benefits but receive a formal warning. Missed contributions are counted cumulatively — not only consecutive ones.

### Section 3 — Ineligible

A member is **INELIGIBLE** after missing three (3) or more funeral fund contributions. An **INELIGIBLE** member may not open or receive a funeral fund, may not vote in elections or polls, and may not participate in organizational decisions until eligibility is restored.

### Section 4 — Restoration

An **INELIGIBLE** member is restored to **ELIGIBLE** status after contributing to three (3) consecutive funds. All arrears must be cleared in full before the restoration period begins.

## Article VI — Governance Structure

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### Section 1 — Three-Body Structure

The organization is governed by three bodies: the Executive Leadership Team, the Board of Directors, and the General Membership. The General Membership is the supreme governing authority.

### Section 2 — Executive Leadership Team

Six (6) elected officers responsible for day-to-day operations:

| Position              | Core Responsibilities                                                      | Signatory          |
|-----------------------|----------------------------------------------------------------------------|--------------------|
| <b>President</b>      | Chairs all meetings. External representation. Final operational authority. | Yes — co-signatory |
| <b>Vice President</b> | Deputies for President. Chairs Board meetings. Conflict resolution.        | No                 |

|                            |                                                                 |                      |
|----------------------------|-----------------------------------------------------------------|----------------------|
| <b>Treasurer</b>           | All finances. Monthly reports. Zelle oversight. Bank signatory. | Yes — co-signatory   |
| <b>Assistant Treasurer</b> | Verifies disbursements. Steps in for Treasurer.                 | Yes — bank signatory |
| <b>Secretary</b>           | Records. Communications. Technology platform. Meeting minutes.  | Yes — co-signatory   |
| <b>Assistant Secretary</b> | Member records. Beneficiary declarations. Onboarding.           | No                   |

## Section 3 — Board of Directors

The Board of Directors comprises members elected by the General Membership. Board members serve a fixed term of two (2) years and are subject to the same democratic election and removal processes as all other positions. No Board member may serve more than two consecutive terms in the same position. The Board serves as an oversight body to ensure the organization maintains its agreed principles.

The Board of Directors shall:

- Oversee adherence to this Constitution and agreed principles at all times
- Verify all bereavement claims before a funeral fund is opened
- Oversee fund management and ensure no misuse of funds
- Support bereaved members throughout the fund process
- Review and recommend constitutional amendments
- Investigate complaints and grievances from members
- Report to the general membership at every quarterly meeting

The Board does not have authority to override a decision made by a two-thirds majority vote of the general membership.

## Section 4 — Transitional Leadership Arrangement

### Founding Continuity Clause

The current interim leaders — President, Treasurer, and Secretary — shall maintain their positions for the first two-year term without standing for election. This recognizes their foundational work and ensures operational continuity. At the end of this first term, all six Executive Leadership positions shall be open for full election by the membership.

During the first term, the following three positions shall be filled by election from the general membership: Vice President, Assistant Treasurer, and Assistant Secretary.

## Section 5 — Subsequent Terms

After the first two-year term, all six positions are open for full election. No officer may serve more than two consecutive terms in the same position. Board of Directors members are subject to the same two-year term limit and are elected and removed through the same democratic process as all other leadership positions.

## Section 6 — Officer Compensation

All officers serve voluntarily without compensation. No payment may be authorized without a two-thirds majority vote of all eligible members. In recognition of their voluntary service and time commitment, serving officers are exempt from contributing to funeral funds for the duration of their term in office.

# Article VII — Financial Management

## Section 1 — Bank Account

The organization's primary account is at Chase Bank under the name Mgwirizano Watsopano. The President, Treasurer, and Secretary are the three authorized signatories. Any transaction above two hundred dollars (\$200.00) requires authorization from at least two (2) signatories. No single officer may disburse funds unilaterally.

## Section 2 — Administration Fund

Five percent (5%) of every funeral fund contribution collected shall be allocated to the Administration Fund to cover operational expenses including technology, banking fees, and administrative costs. This deduction is applied at the fund level before disbursement to the bereaved family. The Administration Fund may not be used for personal expenses, loans, investments, or any purpose other than direct organizational operations. The balance of the Administration Fund shall be disclosed in every quarter financial statement.

### Example

If a funeral fund collects \$1,000 from members, \$50 (5%) is allocated to the Administration Fund and \$950 is disbursed to the bereaved family.

## Section 3 — Prohibition on Misuse of Funds

The following are strictly prohibited unless approved by an anonymous two-thirds majority vote of all eligible members:

- Investment of funds in any financial instrument or money market
- Lending of funds to any member, officer, or third party
- Personal use of organizational funds by any officer or board member
- Borrowing against organizational assets
- Any arrangement that puts member contributions at risk

**Zero Tolerance Policy**

Any officer or board member found to have misused organizational funds shall be immediately removed, reported to the relevant authorities, and required to repay all misused funds in full. No exceptions.

**Section 4 — Financial Transparency**

A full financial statement shall be published to all members on the first of every quarter without exception. It shall include: total income, every disbursement itemized, all operational expenses, reserve fund balance, and member contribution compliance.

## Article VIII — Meetings

**Section 1 — Quarterly Meetings**

The organization shall hold a minimum of four (4) general membership meetings per year, one per quarter. The Q1 meeting is the primary annual meeting covering the financial year review, beneficiary declaration update window, and elections in election years.

**Section 2 — Platform**

All meetings are conducted via Zoom or equivalent video conferencing. Meeting links shall be shared in the official WhatsApp group at least forty-eight (48) hours in advance.

**Section 3 — Member Communication Policy**

All formal complaints, grievances, and matters requiring leadership attention must be submitted in writing to the Secretary via email at the official organizational email address. Disputes and concerns may not be raised or debated in the WhatsApp group. The WhatsApp group is for official announcements, fund notifications, and community updates only. Members who repeatedly misuse the WhatsApp group for complaints or conflict may have their posting privileges suspended by a decision of the Board of Directors.

**Section 4 — Quorum**

Quorum for any binding vote is twenty percent (20%) of all eligible members. Decisions made with quorum are binding on the full membership.

## Article IX — Elections

**Section 1 — Election System**

All officer elections shall be conducted via a dedicated secure Google Form ballot. WhatsApp polls shall not be used for officer elections. Each eligible member casts one vote per position. The system verifies Member IDs and rejects duplicates. Every voter receives an email confirmation.

## Section 2 — Elections Committee

All elections are overseen by the Elections Committee, appointed by the Board of Directors. Elections Committee members may not stand as candidates in any election they administer.

## Section 3 — Nomination and Voting Period

Nominations are open for a minimum of seven (7) days. The voting period is a minimum of seven (7) days. Results are announced within twenty-four (24) hours of voting closing.

# Article X — Amendments

Any eligible member may propose an amendment. Proposals must be submitted to the Secretary at least thirty (30) days before a vote and distributed to all members at least fourteen (14) days before the vote. An amendment requires a two-thirds (2/3) majority of all eligible members voting to be adopted.

The following provisions require a three-quarters (3/4) majority to amend: Article I Section 3 (Scope), Article II Section 1 (Malawian Heritage Requirement), Article VII Section 3 (Prohibition on Misuse of Funds), and Article IX Section 1 (Secret Ballot Requirement).

# Article XI — Membership Termination

A member may withdraw voluntarily at any time by written notice to the Secretary. Registration fees are non-refundable. Involuntary termination may be imposed by the Board of Directors for false declarations, deliberate misrepresentation, or conduct that brings the organization into disrepute. The affected member has the right to present their case before a final decision is made and may appeal to the general membership within thirty (30) days.

# Ratification

This Constitution and Bylaws was drafted by the founding interim leadership and ratified by the general membership of Mgwirizano Watsopano at the Second Formation Meeting on March 29, 2026.

| President       | Treasurer       | Secretary    |
|-----------------|-----------------|--------------|
| Chidzero Nkumba | Chikondi Nkhoma | Alex Mandala |

|                                 |                                 |                                 |
|---------------------------------|---------------------------------|---------------------------------|
| Signature: _____<br>Date: _____ | Signature: _____<br>Date: _____ | Signature: _____<br>Date: _____ |
|---------------------------------|---------------------------------|---------------------------------|

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