



ལྷོ འཇམ་མཁར་ཕན་བདེ་ཚོགས་པ།  
Jamkhar Phendey Tshogpa  
“Service to Community”

1<sup>st</sup> September, 2013

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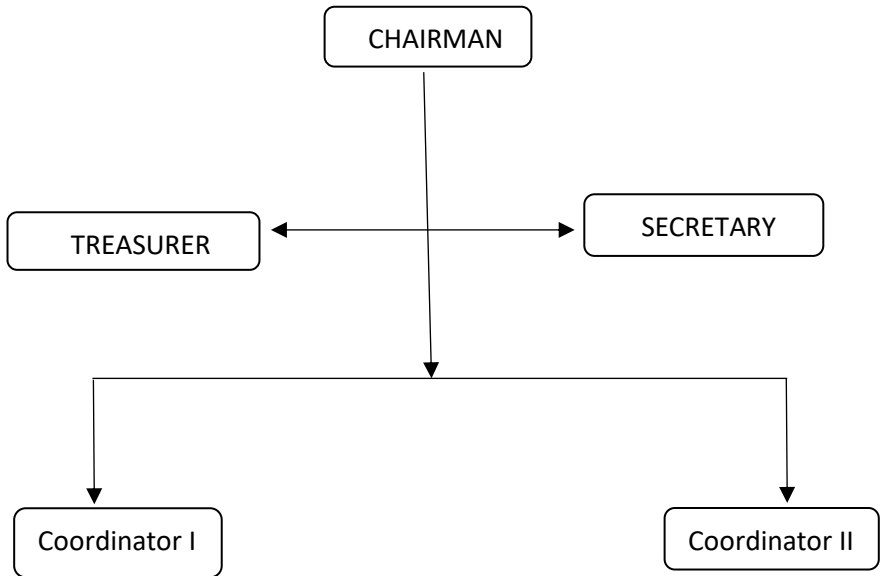
## **TABLE OF CONTENTS**

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<b>1.</b>	<b>BACKGROUND</b>	<b>1</b>
<b>2.</b>	<b>VISION</b>	<b>2</b>
<b>3.</b>	<b>MISSION</b>	<b>2</b>
<b>4.</b>	<b>OBJECTIVES</b>	<b>3</b>
4.1	Immediate .....	3
4.2	Intermediate .....	4
<b>5.</b>	<b>PROVISIONS</b>	<b>5</b>
5.1	Member .....	5
5.2	Family Members.....	6
5.3	Children.....	6
5.4	Membership Fee and Annual Contribution .....	6
5.5	New Membership .....	12
5.6	Donations/Contribution.....	13
5.7	Claims.....	13
5.8	Termination of membership .....	14
<b>6.</b>	<b>REGULATIONS</b>	<b>15</b>
6.1	Name of the Fund .....	15
6.2	Fund Withdrawal.....	15
6.3	Fund Report .....	16
6.4	Welfare Coverage .....	17
6.8	Management Committee .....	18
6.9	Terms of Post Holders .....	19
6.10	Accountability of Management .....	20
6.11	Management Committee’s Power.....	20
6.12	Annual General Meeting.....	20
<b>7.</b>	<b>RESPONSIBILITIES OF OFFICE BEARERS</b>	<b>21</b>
7.1	Chairman .....	21
7.2	Secretary .....	22
7.3	Treasurer .....	23

7.4	Coordinators(Upper & Lower Tshozin .....	24
7.5	ICT Manager .....	<b>Error! Bookmark not defined.</b>
7.7	Founding members.....	25
7.8	Amendment of the Article of Association.....	25
7.9	Commencement date .....	26
<b>8</b>	<b>APPENDIX</b> ERROR! BOOKMARK NOT DEFINED.	
8.1	JPT Form (Declaration of Membership Undertaking).....	<b>Error! Bookmark not defined.</b>
8.2	JPT Form - II (Registration Form).....	27

## Organogram of Jamkhar Phendey Tshokpa



### **COORDINATOR – I**

- Upper Tshozin

### **COORDINATOR – II**

- Lower Tshozin

## **ARTICLE 1: BACKGROUND**

### **1. BACKGROUND**

As of today, the community vitality, cooperation amongst the people and social cohesion in Jamkhar gewog under Trashiyangtse Dzongkhag are quite rich, vibrant and intact. The essence of such a remarkable community union is always felt necessary in times of emergencies and hardships. It has become imperative and integral part for those of us working and living outside our native community to uphold our rich tradition of cooperation and collective actions.

Nothing can make meaningful existence without being co-dependent, particularly during family crisis and other difficulties. It is only through the binding sentiments of mutuality, trust, reciprocity, collectivity and solidarity that we can mobilize ourselves for collective action to solve individuals' or common problems. In the face of rapidly changing life style oriented towards individualism, the close-knit association and collective actions in the community in particular and society at large has felt necessary. We must come together to reinforce and strengthen the old institution of mutual help, co-existence and cooperation.

The educated lot who are working outside our native communities, are the ones who can actually contribute immensely to the common goal of achieving welfare of our community. However, we remain distanced from our native communities when it comes to taking some

collective social actions. Those of us, either in Thimphu or other districts, have even lost social networks among ourselves though many of us share proximal spaces. Most of the time, we do not recognize our common roots, and fail to condole with each other in times of urgencies, hardships and afflictions, forget about making significant joint contributions to promoting our native communities.

A group of Jamkharpas living in and around Thimphu has come to a consensus to come up with a welfare foundation known as “Jamkhar Phendey Tshokpa (JPT) as apolitical, autonomous and cohesive self-help group with modern organizational functionality which not only serve the members’ interests, but also extend the benefits to our root communities, and beyond as its size, fund and scope grow.

## **ARTICLE 2: VISION**

### **2. VISION**

“To garner cooperation and work towards social cohesion in Jamkhar Gewog under Trashiyangtse Dzongkhag”.

## **ARTICLE 3: MISSION**

### **3. MISSION**

- 3.1 To pool resources from its members and utilize them for the common good;
- 3.2 To provide moral, physical and material support to its members in times of sickness, deaths and other hardships;

- 3.3 To serve as an avenue for extending support in any form and manner to the weakest community members of Jamkhar gewog as may be necessary; and
- 3.4 To encourage and support younger generations shine without forgetting their roots.

## **ARTICLE 4: OBJECTIVES**

### **4. OBJECTIVES**

The objectives of the JPT are categorized into immediate, intermediate and long term.

#### **4.1 Immediate**

- 4.1.1 Provide moral, physical and resource support to members in times of death and sickness to the members and in the member's family (*member-support scheme*);
- 4.1.2 Extend support to the poor households of Jamkhar gewog (on case-by-case basis) who are extremely disadvantaged to perform funeral rites in case of death of a family member.
- 4.1.3 Providing help to those severely deprived families who are not able to help themselves during sickness and other difficulties (*community-support scheme*. E.g *Tendha Tshechu, Dha Rim Tshetshu and Annual Tshechu*; and

4.1.4 Design and develop fund raising strategies and programs (*Fund-mobilization scheme*).

## **4.2 Intermediate**

4.2.1. Revive, strengthen and coordinate with the community-based self-help groups to ensure their effective function and sustainability; and

4.2.2. Support disadvantaged youths of Jamkhar Gewog whose circumstances have forced them to self destructive activities (*youth-support scheme*).

## **4.3 Long term**

4.3.1 Assist communities to identify viable income generating small ventures and help them market their farm and non-farm products;

4.3.2 Create socially and economically vibrant communities which will serve as a model for other communities to look up to and draw inspiration from.

## **ARTICLE 5: PROVISIONS**



## **5. PROVISIONS**

The words and phrases used herein have the following meanings or interpretations:

### **5.1 Member**

- 5.1.1 A person registered with the JPT as per the terms and conditions of the Article of Association of JPT, 2013;
- 5.1.2 The JPT membership shall be offered to the resident individuals of Jamkhar gewog;
- 5.1.3 Each member shall be treated as one member should there be more than one member from each household; and
- 5.1.4 Each member shall make their own membership fee to be eligible for separate claims from JPT as per the Article 6.4.3 of this AoA, JPT 2013. ACCEPT one should not make a double claim for same parents irrespective of number of siblings. To be further clarified, one cannot be double claimed for any deceased.

### **5.2 Family Members**

- 5.2.1 The family members are exclusively a member's spouse,

children, member's parents and spouse's parents.

### **5.3 Children**

- 5.3.1 A member's biological or legally adopted children whose identities are affirmed by using health cards or other documents of evidence.

### **5.4 Membership Fee and Annual Contribution**

- 5.4.1 This include one-time registration fee of **Nu. 4500.00** (Four Thousand Five Hundred) only and annual membership fees of **Nu. 2000.00** (Two Thousand) only to be deposited in the bank account No. 651098071 maintained with the Bhutan National Bank, Thimphu.
- 5.4.2 Members must deposit their fees before every December 31<sup>st</sup> annually. Within a time frame between (October-December) annually
- 5.4.3 Members must abide by the decision made by the JPT's management committee incorporated with every annual meeting results.

- 5.4.4 Member failing to make their deposit of member fees shall be terminated automatically from the membership by the JPT's management.
- 5.4.5 Member who decide to withdraw their membership for any reasons shall NOT be entitled to any refund of his/ her contributions; and any initial fees, if paid, shall be deemed forfeited by the JPT.
- 5.4.6 Member who have once withdrawn/ resign/ terminated from the membership of the JPT shall NOT be eligible for re-enrolment in the future. However, the management of JPT may reconsider the re-enrolment upon receipt of amount equivalent to amount paid by the current active members since the adoption of AoA, of JPT 2013.
- 5.4.7 No member can withdraw his/ her membership after availing benefits (SEMSO) from JPT; and
- 5.4.8 The membership fee shall be revised from time to time during the annual general meeting depending on the membership

strength and fund position vis-à-vis the annual expenditure of JPT.

## **5.5 New Membership**

- 5.5.1 The management committee shall accept or/ and reject the new membership;
- 5.5.2 The new member must register membership under taking form which are annexed in Article 8 of AoA of JPT 2013.
- 5.5.3 While filling up the declare form a member should not list his or her deceased parents / spouses' parents. If the JPT management found fraud will be rejected from becoming the member of JPT
- 5.5.4 Registration form is to record the bio-data of the member, spouse, children, parents, spouse's parents and other relevant information;
- 5.5.5 The new member shall deposit their initial membership fees of **Nu. 2500** (Two Thousand Five Hundred) and annual membership fee of **Nu. 2000.00** (Two Thousand) only; and
- 5.5.6 The members' dependents must be updated *annually*;

## **5.6 Donations/Contribution**

- 5.6.1 The members wishing to donate to JPT are encouraged to do so besides the registration fee and annual membership fee, but they are eligible for the welfare claims as equal to any other members and as per the terms laid in Article of Association of JPT; and
- 5.6.2 A member who is out of station for more than a year, he/she shall inform the Treasurer of JPT or a nominee who will be responsible for all financial transactions during the member's absence.

## **5.7 Claims**

- 5.7.1 The members or their nominees can claim the benefits from the JPT Fund strictly based on declaration listed in the Form and it should be strictly verified by the JPT management
- 5.7.2 The members cannot claim benefits as a matter of right but based on the genuineness of the requirement; And if found guilty/fraud will be punishable and rejected by the JPT management.
- 5.7.3 The JPT Management Committee has the right and responsibility to

cross check and authenticate welfare claims; and

- 5.7.4 The nominee(s) of the deceased member shall be paid **100%** of the SEMSO amount determined as per the Membership Under Taking (**JPT - Forms**) completed during the initial registration of the member.

## **5.8 Termination of membership**

- 5.8.1 A membership shall cease in the event of death, resignation and termination from the registered membership of the JPT.
  
- 5.8.2 Membership of the members failing to deposit their fees within 3 (three) months of the due date shall be terminated automatically.

## **5.9 Penalty**

- 5.9.1 Penalty is disciplinary actions taken against the offenders;
- 5.9.2 The offences can be the misappropriation of funds, serious violation of the terms of the Article of Association and non-payment of the membership fees on stipulated dates

mentioned in this Article of Association;

- 5.9.3 The sum misappropriated, if any, shall be recovered from the offenders with penalties, as applicable, and as decided by the JPT management Committee.

## **ARTICLE 6: REGULATIONS**

### **6. REGULATIONS**

The following are regulations of the JPT Fund:

#### **6.1 Name of the Fund**

- 6.1.1 The name of this fund shall be “Jamkhar Phendey Tshokpa Fund” (JPT Fund).

#### **6.2 Fund Withdrawal-Dissolution policy- Financial crisis - Member’s quorum:**

- 6.2.1 As a mobilization fund, the JPT management committee shall use Nu.3,000(Ngultrum Three Thousand only) (one time only) for pre-visit expenditure, in the event of a deceased not being cremated for longer duration due to astrological prohibition or any other reasons. However, this expenditure will be used only within Thimphu, and shall be used after thorough discussion in the JPT management in advance.

- 6.2.2 A minimum of Nu. 100,000 (Ngultrum One Lakh only) should be maintained at all times with the twenty (20) active members, and shall be done in line with the relevant Government policy in place. If one of the major constituents does not favour, it shall be considered as a cause for the dissolution of JPT, and it shall be effected upon calling the final members' meeting. The assets and reserve fund remaining at the time of the dissolution shall be contributed to a suitable religious purposes.

### **6.3 Fund Report**

- 6.3.1 The management must make a report detailing credits from member contributions, interests earned from bank(s) and profits earned from any other investments.
- 6.3.2 The report must include transaction detailing the welfare payments, bank charges for funds transfer, management and any other expenses incurred during the year; and
- 6.3.3 The management must present its fund report during the annual general meeting of JPT.



## 6.4 Welfare Coverage

- 6.4.1 The SEMSO shall be made only in event of death(s) to the member and member's family as per the Article of Association;
- 6.4.2 The identity of the member's welfare nominees shall be as indicated in the **JPT declared Form** submitted during the membership registration;
- 6.4.3 The amount of SEMSO under this JPT scheme is as detailed below:

SI #	Particulars	Initial Amount (Nu.)	Revised w.e.f 01.01.2019	Remarks
1	Members	20,000.00	35,000.00	
2	Spouse	15,000.00	30,000.00	
3	Children	15,000.00	30,000.00	1 month plus
4	Member's parents	15,000.00	30,000.00	
5	Spouse's parents	15,000.00	20,000.00	

- 6.4.4 All SEMSO payments shall be paid in cheque for claims in Thimphu, and by the fastest available means to members outside Thimphu;
- 6.4.5 As discussed in 7<sup>th</sup> Annual Meeting of the JPT, the SEMSO amount will be paid in cash. Shall visit **either on 14<sup>th</sup> or 21<sup>st</sup>** day only for the funeral rites held in Thimphu. And were decided to maintain

status quo as **Nu. 3,000.00 (Three Thousand)** shall be withdrawn from the fund to purchase the following items:

- i. Rice (25 KG)
- ii. Martin Oil (One Tin or beer) only

6.4.6 The Management Committee shall review/ revise the benefits and contributions from time to time and present it during the annual general meeting;

6.4.7 Any revision of the benefits and contributions must be approved by the *Two-Third* of the member present during the annual general meeting.

## **6.5 Management Committee**

6.5.1 The JPT Management Committee shall consist the Chairman, Secretary, Treasurer, ICT Manager, and Two Tshozin(Upper & Lower Coordinators)

6.5.2 The Management Committee shall be elected based on the *two-third* majority vote or / and show of hands of members present during annual meeting;

6.5.3 Their annual remuneration was endorsed as **Nu. 3000/- (Three thousand)** only for Chairman, General Secretary and Treasurer. For the two coordinators and IT manager a sum of **Nu.1,500/- (one thousand five hundred)**

each will be paid lump sum annually. The amount was paid as a token of incentives not as an entitlement.

- 6.5.4 The Management Committee can spend up to **Nu. 10,000.00** (Ten Thousand) only per year to procure stationeries and other equipments necessary to carry out the management function. This also includes the cost of tea and snacks for annual general meetings. However, the record of expenses must be maintained and accounted during annual meetings; and
- 6.5.5 Minimum of Three Management Committee members must sign on the cheques.

## **6.6 Terms of Post Holders**

- 6.6.1 The term of the management Committee or the office bearers is for THREE years;
- 6.6.2 The new management or the office bearers shall be elected during its annual general meeting only;
- 6.6.3 The Management Committee/ Post Holders in the JPT shall be elected based on the *two-third* majority vote or / and show of hands of members present during annual meeting;
- 6.6.4 Voting by proxy shall not be permitted.

## **6.7 Accountability of Management**

- 6.7.1 The Management Committee shall present the JPT Fund Report to the members during annual meetings;
- 6.7.2 Every member has right to ask and see the cashbook and other documents of fund transactions;
- 6.7.3 All transactions of payments and receipts of dues must be transparent; and
- 6.7.4 The Management Committee shall prepare balance sheet, receipts and payment statement, and other books of accounts.

## **6.8 The JPT Management Committee's Power**

- 6.8.1 In addition to the power to approve or disapprove SEMSO claims made by the JPT members, the management committee can decide on any of the welfare activities for Jamkhar Gewog and to member and non-member.

## **6.9 Annual General Meeting**

- 6.9.1 Regular meetings shall be conducted annually for purpose of updating the status of the activities of JPT and to discuss other welfare activities;
- 6.9.2 The Chairman shall set the exact date, time and venue for the meeting and the

Secretary shall notify the members thereof, in writing, at **least ten (10)** days in advance with the help of the coordinators; and

- 6.9.3 Special meetings of the membership may be called by the Chairman at any time upon due notice to the members by the Secretary.

## **7. ARTICLE 7: RESPONSIBILITIES OF OFFICE BEARERS**

### **7.1 Chairman**

The Chairman will:

- 7.1.1 Be the final authority in all affairs and management related to the JPT;
- 7.1.2 Preside over all the formal meetings;
- 7.1.3 Verify the claims;
- 7.1.4 Present the yearly report during annual general meetings;
- 7.1.5 Be the executive head of the JPT Fund;
- 7.1.6 Be the sole authority to interpret these rules in the event of disputes;

- 7.1.7 Call all the members for the amendment of the AoA, if necessary;
- 7.1.8 Expel disobeying members in consultation with the JPT management Committee if the member in question has not abided any of the Articles of the JPT;
- 7.1.9 Sign any correspondences on behalf of the JPT; and
- 7.1.10 Delegate any additional responsibilities to any members.

## **7.2 Secretary**

The Secretary will:

- 7.2.1 Assist the Chairman in all matters related to the JPT;
- 7.2.2 Coordinate and draft agenda for the bi-annual meetings, and other ad hoc meetings;
- 7.2.3 Keep the minutes of the meetings;
- 7.2.4 Maintain the up-to-date register of members and their dependents;
- 7.2.5 Be co-signatory for the operation of the Bank account;
- 7.2.6 Coordinate with Treasurer for membership fee updates;
- 7.2.7 Be the custodian of all information and records belonging to the JPT; and

- 7.2.8 Be responsible for any other tasks entrusted by the Chairman from time to time.

### **7.3 Treasurer**

The Treasurer will:

- 7.3.1 Ensure that membership fees and dues are deposited on time;
- 7.3.2 Make prompt SEMSO payments in consultation with the JPT management immediately upon confirming death certificate
- 7.3.3 Maintain the cashbook in a transparent manner;
- 7.3.4 Provide receipt to the depositor and maintain the record of the contributors and Fund status.
- 7.3.5 Submit the bi-annual Funds statement to the Committee;
- 7.3.6 Obtain monthly bank statements and reconcile with the cashbook;
- 7.3.7 Be responsible for giving quarterly financial statements or as and when required by the Committee;
- 7.3.8 Extend help to an auditor appointed by the Executive Committee to inspect the accounts of the JPT and render advice on financial matters;

- 7.3.9 Coordinate follow up with Secretary and Coordinators for membership fee dues; and
- 7.3.10 Be a co-signatory for the operation of the bank account.

#### **7.4 Coordinators( Upper and Lower Tshozin)**

The Coordinators shall:

- 7.4.1 Coordinate welfare activities for the JPT members of Jamkhar Gewog;
- 7.4.2 Help Treasurer to collect membership fees and annual membership dues on time;
- 7.4.3 Follow-up on the membership fees from the defaulted member and help settle the accounts with the treasurer;
- 7.4.4 Assist secretary to coordinate annual meetings;
- 7.4.5 Disseminate management information and other relevant information which may be useful for the effective functioning of the JPT

#### **7.5 ICT Manager**

The ICT shall:

- 7.5.1 Maintain and update every new information after the annual meetings
- 7.5.2 Monitor website and contacts in a most attractive manner
- 7.5.3 Inform renewal dates of the site



## **7.6 Founding members**

The following are the founding members of the Jamkhar Phendey Tshokpa:

- 7.6.1 Tertrul Jigme Sonam Rimpoche
- 7.6.2 Pelden, Shingchong
- 7.6.3 Tenzin Dorji, Duksher
- 7.6.4 Ugyen Rinzin, Youb
- 7.6.5 Karma Tshweang, Youb
- 7.6.6 Rinzin Dorji, Youb
- 7.6.7 Thinley Namgay, Youb
- 7.6.8 Karma Tenzin, Youb
- 7.6.9 Ugyen Tenzin, Tongla
- 7.6.10 Rinzin Chophel, Zor

## **7.7 Amendment of the Article of Association.**

- 7.7.1 Any member can initiate amendment of any clause in the JPT Article of Association. However, any addition, deletion or other modification should strengthen the Article of Association.
- 7.7.2 A *two-third* majority of members present during annual meeting must

approve and endorse the proposed amendment; and

- 7.7.3 The JPT committee can as well propose for the amendment of the Article of Association during annual meeting.

## **7.8 Commencement date**

- 7.8.1 The Article of Association of Jamkhar Phendey Tshokpa shall come into effect from September 1, 2013.

## 8.2 JPT Form (Registration Form)

### A. Membership Details

Particulars	Member	Spouse
Name		
Phone/fax		
E-mail		
Sex		
Birth date		
Citizenship ID		
Permanent Address		
Bank account No. for SEMSO		
Current Address		
Nominee (s) for welfare claim		

### B. Children

Sl. No.	Name	CID	DoB	Sex
1				
2				
3				

**C. Member's Parents**

	<b>Name</b>	<b>CID</b>	<b>Residence</b>
Father			
Mother			

**D. Spouse's Parents**

	<b>Name</b>	<b>CID</b>	<b>Residence</b>
Father			
Mother			

I certify that the information given above is true to the best of my knowledge. In the event of the demise, benefits will be claimed in aligned with the JPT's AOA drafted -2013.

I take an oath of complying the JPT's management decision at all times. Failing to abide shall be punishable and lead to the termination of my membership.

Signature

Date:.....

**For use by Managing Committee only**

Membership into the JPT:  Accepted

Not Accepted

\*Not accepted since the applicant fails because of the Clause.....of the JPT Article of Association

**(SECRETARY)**

**(CHAIRMAN)**

.....  
.....

### 8.3 JPT Form (Claim Form)

8.3.a Claimant Details		
1	Name:	
2	CID Number:	
3	Village:	
4	Relationship to deceased:	
5	Contact Number:	
8.3.b Decease Details		
1	Name:	
2	CID Number	
3	Village	
4	Death certificate No.	
5	Documents Enclose: 1. Form No.6.1 2. Form No. 6.2	

I hereby declare that all the information provided above is true and accurate. If found false, the management committee has right to revoke.

Date: \_\_\_\_\_ (Legal Stamp)

**Signature:**

**Name of the Applicant:**

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**For official Use Only**

I have verified the above claim and find that the claim submission is in order.

Verified by:

**SECRETARY**

Approved by: **CHAIRMAN**