DATED 2023

MASTER TRUST DEED AND RULES

GOVERNING THE WORKERS RETIREMENT FUND (WRF)

TRUST DEED

THIS TRUST DEED is made this . . . . . . day of …………., 2023

BETWEEN:

(1) **THE Conservation, Hotels, Domestic and Allied Workers Union (CHODAWU)**a trade union established in Tanzania under the Employment and Labor Relations Act, 2004 whose registered office is situated at Dar es Salaam (hereinafter called "the Plan provider" of the one part; and

(2) **Workers Retirement Fund**(company number ………………...), whose registered office is at Post Office Box 15549 hereinafter referred to as the ("**Scheme Administrator**"); and

(3) SAIDI SHABANI WAMBA, KASSIM MEJA KAPALATA, JULIANA CHARLES MPANDUJI, JAMES CHARLES KALANJE and NOEL LOTARY NCHIMBI(Hereinafter called "the Trustees" which expression shall include the survivors or survivor of them or other the trustees or Trustee for the time being hereof) of the other part.

INTRODUCTION

(1) The Plan Provider is establishing an occupational pension scheme (as defined in part I of the Social Security Act Rev .2019) with effect on and from 30 April 2023(the "Commencement Date") and which will be known as the ***Workers Retirement Fund*** (the " Umbrella Scheme"). The Scheme is a money purchase scheme.

(2) The Scheme is also anticipated to be an authorized Umbrella Scheme for the Social Security Act no 6 2019.

WHEREAS:

(a) The Plan provider is empowered by its constitution to setup asupplementary social security scheme for the benefit of its members as well as members of other trade unions;

(b) The Trustees are desirous of establishing a Supplementary Scheme (Umbrella) underPart III of section 14 of the Social security (Regulatory Authority) Act [CAP.135 R.E.2018] as amended with Written Laws (Miscellaneous Amendments) Act no 6 of 2019, to be known as the Workers Retirement Supplementary

Scheme(WRSS) for its participating contributors (Employers and employees) who are admitted to membership thereof (the "**Members**") under the provisions of the Rules of the Scheme set out in the Schedules hereto as lawfully amended from time to time (the "**Rules**") and for the dependents of such Members.

(c) The Trustees have agreed to act as the first Trustees of the Fund.

(d) The physical address of the scheme shall be;

3rd Floor - TUCTA Building,
Bibi Titi Mohamed/ Sofia Kawawa Street
Dar es Salaam.
Phone: 022-211 0559
0754-268 695 / 0713 661 191
Email: chodawu@yahoo.com

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NOW THIS DEED WITNESSETH AND IT IS HEREBY DECLARED as follows: -

1. DEFINITIONS

IntheseRules, where thecontext so admits, wordsdenotingthemasculine gendershall be deemed toinclude thefeminine gender, the singular number shall be deemed to include the plural number, and *vice versa*.

All words and expressions to which particular meanings have been given in the Trust Deed andRulesshallhavethesamemeaningswherever theyappearintheseRulesandthefollowing wordsandexpressions shallhavethe following meanings:

"Act"	means the Social Security Act as per any statutory restatement or re-enactment or amendment thereof and includes any regulations and guidelines made thereunder.
"Actuary"	means a person trained to understand risks and probabilities and to apply such skills to financial problems, especially those involving uncertain future events such as human mortality and mobility, is a member of an institute, society, or association of actuaries approved by the Division Responsible for social security matter;

"Administrator"	means the person appointed to administer a scheme under such terms and conditions of service as may be specified in the instrument of appointment
"Ministry"	This meansthe prime minister's office labor youth employment and persons with disability;
"Auditor"	means the Auditor to the Scheme appointed under the Act,being a person who is, or a firm which is a member of the National Board of Accountants and Auditors according to the provisions of the Act;
"Plan Provider"	means the entity that creates or establishes a scheme, initiates the plan design, and sets eligibility criteria for participating employers, employees, or members;
"Basic Salary"	A member's basic rate of pay as determined by the Employerand shall not include housing allowance, extra duty allowance, entertainment allowance, cost of living allowance, special remuneration for performing special duties or acting in a vacant office, locomotion or subsistenceallowance, gratuity fee, honorarium or bonus of kind overtime payment, or any other

emolument whatsoever;

“Beneficiary”	means the member and includes dependents of the member;
“Sponsor”	This means the Company, Employers, or employee who stands as a guarantor by signing a Deed of Adherence with a plan provider;
“Board”	means the Board of Trustees of the WRF Umbrella scheme
“CHODAWU”	This means the Conservation, Hotels, Domestic and Allied Workers Union;
“Commencement Date”	means the first date when the Scheme started to receivecontributions from members.
“Continuous Service”	means the period during which an Employee has been continuously in the service of the Sponsor or employer from the date of confirmation of his employment with the Sponsor or employer and shall include all authorized leave of absence whether or not the Employee receives a salary during such absence and such leave of absence of not more than six (6)

months shall not be regarded as breaks in service by the Sponsoror employer for the Scheme.

"**Contribution Year**"	means twelve calendar months ending on the 30th day of June of every year.
"Custodian"	means a person registered by the Ministry as a custodian and appointed as such by the Trustees of the Scheme
"Capital Markets and Securities Authority"	means a public corporation established under the CapitalMarkets and Securities Act.
"Deed of adherence"	means an agreement for compliance between the employer seeking to utilize services of the umbrella scheme and the umbrella scheme;
"Date of Commencement"	Shall mean 1st day of May 2023
"Defined Benefit Scheme"	means a scheme in which benefits to be obtained are known well in advance regardless of the contributions to be made, provided that the member meets prescribed minimum conditions;
"Defined Contribution Scheme"	means a scheme in which members' and sponsors' or employers' contributions are fixed either as a percentage of pensionable earnings or as an absolute

	amount in shillings, and a member's benefits have a value equal to those contributions, net of expenses, accumulated in an individual account with investment return and any surplus or deficits as determined by the trustees of the scheme.
"Dependants"	concerning a particular Member, means or includes the Member's Spouse, children, and such other person or persons who are under the age of 18 as were, in the opinion of the Trustees, immediately before the Member's death substantially dependent upon the Member for the provision of the necessaries of life.
"Division"	The division responsible for Social security mattersunder the Ministry for the time responsible for social security issues
"Early Retirement Age"	means the fifty-five (55) or as the Trustee may determine.
"Employer"	means an Employer (and much of its subsidiary companies as determined by the Employer from time to time) who has been admitted to the Scheme as a participating Employer and whose employees have become eligible members.

"Employer's Portion"	means concerning each Member at any particular date an amount equal to the sum of thecontributions made by the Sponsor or employer towards the Member's retirement benefit in terms of Rule2(d)
"Facility"	means a retirement benefits mortgage facility or houseownership loan arrangement.
"Financial Year"	means twelve months ending on the 30th day of April in each year.
"Guideline"	means the Social Security Schemes (Umbrella Schemes) Guidelines, 2018.
"Income"	means any income (received and accrued), including interest or allowances
"Income Tax Act"	means Chapter 470 of the Laws of Tanzania or any statutory restatement or re-enactment thereof or any regulations made there under.
"Interest"	Interest at a rate determined by the Trustees on the advice of the Actuary or theAdministrator.

"Member"	means any person (employer, employee, or self-employed) who has been admitted to membership of the Scheme following these Rules, makes contributions to the scheme, and has not ceased to be a Member in terms of these Rules.
"Member's Portion"	means about each Member at any particular date the accumulated value of his contributions (if any) in terms of Rules 2(a)as specified in the Rules;
"Normal Retirement Date"	means the first day of the month next following the 55th birthday of a Member where the exact date of birth is known and where it is not known such other date as shall be deemed by the Sponsor to occur.
"Participation Date"	means the date on which the Employer commences participation in the Scheme as specified in the Rules.
"Person"	includes a body of corporate
"Personal Representative"	means the administrators or executors of a deceasedMember's estate or the holder of a Public Trustee'sCertificate of Summary Administration thereof.

“Previous Scheme” means any Registered Scheme in which an Employer participates or participated.

“Scheme” means the Workers Retirement Su **Scheme (WRF)** established by this Trust Deed and Rules

“Scheme Credit” means for each Member at any particular date the sum of:

(a) the Member’s Portion; and/or

(b) the Employer’s Portion.

(c) any accrued income and/or losses arising out of investing (a) and (b) above

“Service” means employment with the Sponsor or the Employer as specified in the Rules

“Shillings” means the lawful currency of the United Republic of Tanzania

“TrustCorporation” means a company incorporated under the Companies Act and which is for the time being empowered (by or under any written law, its charter, memorandum of association, deed of settlement or other instrument constituting it or defining its powers), to undertake trusts, provided that such company does not, by any

	prospectus, circular, advertisement or other document issued by it or on its behalf, state or hold out that any liability attaches to the Public Trustee or to the Consolidated Fund in respect of any act or omission of that body corporate when acting as an executor or administrator.
“Trust Deed”	means this Deed and to which the Rules constitute the Schedules (being an integral part of the Deed) and any deed expressed to be supplemental thereto; references to the "TrustDeed" or to "this Deed" shall be deemed to include the Rules.
“Trustees”	means and includes the survivor or survivors of the Trustees or the Trustee or Trustees for the time being of the trusts of this Trust Deed.
“TUCTA”	means the Trade Union Congress of Tanzania.
“Years of Pensionable Service”	means the total number of continuous years and months during which an Eligible Employee has been in service from first joining the Sponsor employeror such longer period as may be decided by the Employer and Trustees.

“Widow”	Includes widower.
“Wife”	Any person to whom the Member is lawfully married in accordance with the tenets of the law in Tanzania or tribal custom; and "widow” shall be construed accordingly.

2. NAME OF THE SCHEME

The name of the Scheme shall bethe **Workers Retirement Fund (WRF).**

3. COMMENCEMENT OF THE SCHEME

The Scheme shall be deemed to have commenced on the 1stday of May Two Thousand and Twenty-three.

4. DECLARATION OF TRUST

The Scheme shall be deemed to have been established under the irrevocable trusts declared hereby from the Commencement Date. The Trustees shall stand possessed of the amounts of money, assets, and investments from time to time forming part of the Scheme and the income thereof respectively as and when received by them upon irrevocable trust and out of the capital or the income thereof or both as they may think proper pay to the Members or their dependents such benefits payable under and following the Rules.

5. MAIN OBJECTIVES OF THE SCHEME

The general objective of the scheme is to establish an occupational umbrella scheme system that is sustainable and can achieve the ultimate goal of providing a stable, predictable, and adequate source of retirement income for each member. The Scheme allows members to make, Voluntary Contributions into their Retirement Savings Account (RSA), in addition to their mandatory pension contributions, with the sole aim of enhancing their retirement benefits and;

(i) Provision of saving plan for members of TUCTA;

(ii) Provision for administrative services to Employers based schemes;

(iii) accept contributions from employers and employee members of CHODAWUand TUCTA in general;

(iv) to invest member's contributions into viable investment portfolios;

(v) The provision of Life Annuity services for members post-normal retirement

(vi) Paying out members' benefits;

(vii) to protect the rights and interests of its members and public

6. COMPOSITION OF THE SCHEME

The Scheme shall consist of all sums paid into the Scheme by or in respect of the Members and the investments for the time being representing the same and the interest, dividends, and income derived from such sums and investments and any other sum or sums which may, under this Deed or the Rules, be paid to the Trustees for payment into the Scheme. But employer-based schemes will be treated as per their respective trust deed and rules.

7. SPONSOR'S COVENANT

The Sponsor hereby covenants with the Trustees: -

(a) to collect all sums contributed by the Members following the Rules and together with its contributions and such other payments as on its behalf are to be made under the Rules and to pay any such sums to the Trustees or as they shall direct; and

(b) subject to Clause 21 hereof, to pay all necessary charges and expenses incurred by the Trustees in connection with the execution of the trusts hereby created and the management and administration of the Scheme.

8. MANAGEMENT OF THE SCHEME

(a) The Scheme shall be managed by the Board of Trustees appointed by the plan provider and will to perform or cause to be performed the obligations and duties as set out in the Act and in this Trust Deed.

(b) Subject to the Plan provider deciding to appoint a Corporation as a sole Trustee under the provisions of Clause 10 the number of Trustees shall be not less than two, who shall be nominated from members of trade unions affiliated with TUCTA.

(c) The Plan provider may appoint at least one independent trustee.

(d) A corporate trustee under the paragraph above shall not be related to the provider in terms of ownership or directorship and shall not serve as such unless is approved by the Ministry.

9. TRUSTEES' COVENANTS

The Trustees hereby covenant with the Plan provider: -

(a) to manage and administer the Scheme following the terms hereof and the Rules;

(b) to pay out from or provide for under the Scheme the pensions and other benefits prescribed by the Rules and to observe and perform the terms and conditions thereof;

(c) to comply with the provisions of the Trust Deed and the Rules;

(d) to comply with the provisions of the Act, or any other legislation for the time being in force relating to the management and administration of the Scheme; and

(e) to act in a manner that will not infringe on the responsibilities of leadership that are expected by persons in a position of trust

10. APPOINTMENTS, NOMINATIONS, TERMS, POWERS, AND REMOVAL OF TRUSTEES OF THE BOARD

(a) There is a nominated Board known as the Board of Trustees of the Scheme under the Social Security Schemes (Conduct of Affairs of the Board) Guidelines,2018.

(b) The Board consists of the following part-time members

(1) One trustee from the TUCTA secretariat;

(2) One trustee from any of the participating employers.

(3) At least one trustee from trade unions affiliated with TUCTA

(4) One trustee was appointed amongst experienced professionals in the social security industry.

(c) The Board shall be responsible for the management and administration of the The scheme follows-

(i) The terms of this Deed and

(iii) The Social Security Act and Regulations made under it,

(d) a memberof the Board of Trustees may resign at any time by giving notice in writing to the appointing authority and from the date specified in the notice or if no date is so specified in the notice from the date of the receipt of the notice by the Plan provider; he shall cease to be a member.

(e) A person who is a member under his holding some other office shall cease to be a member upon his ceasing to hold the office under which he is a member.

(f) Where any member of the Board absents himself from three consecutive meetings of the Board without reasonable excuse, the Board shall advise the appointing authority of the fact, and the appointing authority may terminate the appointment of such a member and appoint a new member in his place.

11. REMUNERATION OF TRUSTEES

A Trustee may be remunerated in a manner as may be agreed in writing from time to time between such Trustees.

12. APPOINTMENT OF ADVISERS

(a) The Trustees:

(i) shall appoint in writing a Manager(s) in accordance with the provisions of the Act;

(ii) shall appoint in writing a Custodian as provided in the Act.

(iii) shall appoint in writing a financial advisor, Actuary to be the Scheme Actuary;

(iv) shall with the approval of the Ministry appoint in writing the Auditor to the Scheme. The Trustees shall notify the appointment of the Auditor to the Ministry within thirty (30) days thereof;

(v) shall with the approval of the Ministry appoint a Liquidator in the event of the Trustees resolving to voluntarily dissolve or windup the Scheme.

PROVIDED THAT a Liquidator appointed for purposes of this Rule shall be a person who has not

(a) provided professional services to the scheme five years before the resolution to wind up the scheme;

(b) been sentenced to imprisonment for six (6) months or more by a court of competent jurisdiction;

(c) been adjudged bankrupt;

(d) been previously involved in the management or administration of a scheme that was deregistered for failure on the part of the management or administration;

(e) been disqualified under any other written law.

A Liquidator

(a) shall appoint an Administrator to manage the administrative affairs of the The scheme is on behalf of the Trustees. No person shall be appointed as the Administrator of the scheme if that person is related to the Fund Manager;

(b) may appoint as necessary legal and other appropriate advisers.

The Trustees may remove any person appointed according to this Clause, and on the removal of a Manager, the Actuary, the Custodian, the Administrator, or the Auditor, the Trustees shall without undue delay appoint a replacement. PROVIDED THAT the Manager and the Custodian shall not be related companies.

13. TRUSTEES' ADMINISTRATIVE ARRANGEMENTS

In each case, the following provisions shall apply.

(a) The Trustees shall hold at least four regular meetings in a calendar year to transact the business of the Scheme as they shall decide. The quorum for all such meetings shall be half ofthe existing trustees.

(b) Not more than four months shall lapse between the date of one meeting to the next

(c) The Trust Secretary on being instructed in writing by a Trustee or Trustees at any time shall convene a meeting of the Trustees upon seven days written notice to the Trustees.

(d) Questions arising at any meeting of the Trustees shall be decided by a majority of votes on a show of hands of those present and in case of any equality of votes the chairman shall have a second or casting vote.

(e) A resolution in writing signed by all the Trustees, or no less than two Trustees in respect of any Rules applicable to a participating Employer shall be as valid and effectual as a resolution properly passed at a duly convened meeting of the Trustees.

(f) The Trust Secretary shall keep minutes of all meetings of the Trustees and the exercise by the Trustees of all powers and discretions vested in them and the passing of resolutions shall be recorded in such minutes. A document certified by the chairman of the Trustees or the Trust Secretary to be a true copy of a resolution of the Trustees shall be sufficient evidence of the resolution.

(g) The Trustees shall have the power to act notwithstanding any vacancy in their number.

(h) The Trustees shall make such banking arrangements as they shall think fit provided always that no cheques drawn on the amounts of money of the Scheme or other documents relating thereto may be signed by less than two Trustees or by a trust corporation or other corporate trustee if it shall be a sole trustee.

(i) Contracts and other documents shall be signed by all the Trustees (unless resolved otherwise by a resolution of the Trustees) or by a Trust corporation if it shall be a sole trustee.

(j) The Trustees shall hold an annual general meeting of members once every year. Notwithstanding anything herein contained, the Trustees may hold any other meetings of the members except that any such meeting shall be called Extraordinary General Meeting. The following matters shall, inter alia, constitute the agenda for each annual general meeting of members:

    (aa) Reports on any changes to the structure of contributions and benefits
    (bb) Reports on Audited accounts.
    (cc) Reports on Investments
    (dd) Reports on Remuneration of Trustees
    (ee) Issues from members.

(k) The Trustees shall every year submit to the Ministry a document outlining the investment policies which the Trustees have pursued and intend to pursue.

(l) The Trustees shall every quarter submit to the Ministry an operations report including contributions they have received from the sponsor in respect of the contributions from the members and the sponsor or contributions received in respect of the members

(m) Trustees shall maintain up-to-date records of the bank accounts of their members for payment of benefits

(n) The Trustees shall have an investment policy prepared following the investment guidelines.

14. POWERS OF TRUSTEES

Subject to the provisions of the Guideline, the Trustees shall in addition and without prejudice to all powers conferred upon Trustees by law, have the following powers:

(a) from time to time to delegate any of their administrative functions or any business relating to the Scheme (including the receipt or payment of money) to any one or more of their number and may delegate any matters relating to the collection of contributions and the administration and investment of the assets from time to time comprising the Scheme and of the income generated by such assets to such agents, administrators, advisers, custodians, and managers or other professional advisers (whether remunerated or not) as they may determine and the Trustees may register or vest any of the assets from time to time comprised in the Scheme in the names of any other person as the nominee of the Trustees.

(b) to determine whether or not any person other than a member is entitled from time to time to any benefit under the Scheme

(c) to lease, mortgage, exchange, sell or otherwise deal with any interest in land forming part of the assets of the Scheme.

(d) to commence, carry on or defend proceedings relating to the Scheme or the determination of any rights or obligations of the Members and others therein;

(e) to raise or borrow any sum or sums of money and to secure the repayment thereof in such manner and upon such terms as the Trustees may deem advisable;

(f) to invest any money forming part of the Scheme in the purchase of or at interestupon the security of such stocks, shares, securities, or other investments ofwhatever nature and howsoever as the Trustees shall in their absolute discretionthink fit to the intent that the Trustees shall have the same full and unrestrictedpowers of investing and transposing investments in all respects as if they wereentitled thereto beneficially;

(g) to underwrite or sub-underwrite and to enter into any agreement or agreementfor underwriting or sub-underwriting any investments or securities whether on issue or sale and whether jointly with other persons or not and to do all thingsincidental thereto;

(h) to apply any money forming part of the Scheme in effecting or maintaining anyinsurance which in the opinion of the Trustees is suited for theScheme and to vary the terms of surrender, sell, or otherwise dispose of any suchinsurance or exchange the same for substituted insurance;

(i) generally, to execute and do all such acts and things as the Trustees may consider necessary or expedient for the maintenance and preservation of the Scheme and of the rights of the Members and others therein

15. DUTY TO KEEP RECORDS

(a) The Trustees shall have the responsibility for general management and administration of the Scheme and they shall keep all proper books and records of account showing the position concerning contributions, other income, expenditure, liabilities, and assets of the Scheme and all other matters relevant to its management and shall prepare or cause to be prepared and furnish to the Sponsor an audited account of all such transactions and matters at such intervals as provided in the Act.

(b) The Trustees shall keep at the registered office of the Scheme a register of the Members of the Scheme showing the particulars of all such Members and of the contributions made from time to time in respect of each Member and of the investment and disposition thereof and of the date on which each Member shall cease to be a Member and the method of disposal of the amount payable out of the Scheme to or in respect of each such Member. The account of each member shall be kept separate and distinct from the account of every other Member. Every Member of the Scheme shall have a right to inspect his account in the register during usual business hours on giving reasonable notice.

16. PROTECTION OF TRUSTEES

(a) None of the Trustees shall be liable for the act, neglect, default, fraud, or misconduct of any agent, officer, servant, or other person employed by them or otherwise engaged or occupied in connection with the Scheme notwithstanding that it may not have been strictly necessary or expedient for any person to be so employed, engaged or occupied or because of any mistake or omission made in good faith or because of any other matter or thing except wilful fraud or wrong-doing on the part of any of the Trustees.

(b) No decision of or exercise of a power by the Trustees shall be invalidated or questioned on the ground that the Trustees or any of them or any director orofficer of anybody corporate, which is a Trustee, had a direct or indirect interest insuch decision or the exercise of such power.

(c) A Trustee (or any director or officer of a body corporate that is a Trustee) who is or has been a Member shall be entitled to retain for himself any benefit to which he is entitled under such membership.

17. INDEMNIFICATION AND PROTECTION AGAINST FINANCIAL LOSS

(a) The Trustees may take such steps as they deem appropriate to protect the Scheme and the individual assets comprising the Scheme fund against any manner of insurable risk or financial loss which might arise out of the negligence or default (wilful or otherwise) of the Scheme's trustees, officers, administrator, manager or custodian or other professional advisers by way of such insurance and in such amount as the Trustees shall determine.

(b) The Trustees shall be indemnified out of the Scheme fund against all proceedings, costs, and expenses incurred because of any claim in connection with the Scheme not arising from their gross negligence, or breach of trust; provided that the costs of any indemnity in respect of the Sponsor or a particular Employer shall be met by the Plan provider.

18. POWERS CONFERRED BY LAW

It is declared that, in addition to any powers or provisions for the indemnity or otherwise for the protection of the Trustees conferred by or contained in this Deed, the Trustees shall be entitled to exercise any powers conferred by law on trustees if and in so far as a contrary intention is not expressed in this Deed and to have the benefit of any indemnity or other protection given by law to trustees.

19. EXPENSES OF ADMINISTRATION AND MANAGEMENT

Except where otherwise provided, the Trustees shall pay from the Scheme fund all remuneration, fees, commission, costs, and other expenses of administering and managing the Scheme, including investment expenses, fees for professional services, or any levy payable according to any regulations for the time being in force.

20. PROFESSIONAL CHARGING CLAUSE

Any person other than a Trustee, Member, or Sponsor engaged in any profession or business shall be entitled to charge and be paid all usual professional or other charges for business done by him or his firm concerning the Scheme and also his reasonable charges in addition to disbursements for all other work and business done and all time spent by him or his firm in connection with the administration of the Scheme including matters which might or should have been attended to in person by a Trustee not being an advocate, accountant or other professional person but which such Trustee might reasonably require to be done by an advocate, accountant or other professional person PROVIDED ALWAYS that the Sponsor, employer, member, or Trustee shall not be appointed Scheme Auditor

21. AMENDMENT OF DEED AND RULES

The Trustees from time to time alter, amend or modify any of the provisions of this Deed or the Rules **PROVIDED THAT** no such amendment shall be made which:

(a) Varies the main purpose of the Scheme;

(b) Authorizes the payment of any part of the amounts of money of the Scheme to any Employer (otherwise than upon the dissolution of the Scheme or with the consent of the Ministry) or any Member while still in service of the Employer;

(c) Diminishes any rights or interests of any Member which shall have accrued to each prospective beneficiary in respect of benefits secured under the Scheme up to the date on which such alteration takes effect unless such alteration (whether retrospective or otherwise) is necessary to secure approval or continued approval under the Act and other relevant laws;

(d) Extends the operation of the Scheme beyond the Trust Period (as defined in 26);

(e) Prejudices or causes withdrawal of approval or registration of the Scheme under the Act.

PROVIDED FURTHER THAT no amendment to the Rules shall be made without the consent of the Participating employers or the member as the case may be.

PROVIDED ALSO THAT (i) no such amendment shall become effective until it shall have been approved by the Ministry (if the Scheme shall then be a Registered Scheme) and (ii) any amendment affecting the financial position of the Scheme shall be referred to the Actuary before being adopted and a certificate from the Actuary submitted to the Ministry certifying that the financial soundness of the Scheme shall not be affected thereof.

22. TRANSFERS INTO THE SCHEME FUND

(a) The Scheme Fund shall receive such amount as becomes payable to the Scheme by a Previous Scheme as a result of the transfer of members of that scheme to the Scheme. The amount transferred in respect of each Member shall be allocated to the Member's Portion and the Employer's Portion in respect of the Member in such proportions as the Previous Scheme advises to the Scheme.

(b) Any amount transferred to the Scheme from another scheme in terms of clause 23 (a) shall be deemed to be applied to extend the Member’s period of service recognized for vesting purposes by the period of service ranking for the determination of the such amount in terms of the rules of that previous scheme.

23. REORGANISATION OR RECONSTRUCTION OF PLAN PROVIDER

If on reorganization or reconstruction, the Plan provider (or its successor in title) shall enter into an arrangement for the any of existing trade unions to undertake the Plan provider's rights and obligations under the Scheme or if such successor in title is bound under any statutory provisions or the order of a competent court to perform the said obligations and, with the consent of the Trustees, the new employer shall enter into a written covenant to assume such rights and obligations, then, subject to such changes as may be necessary and so as the approval of the Scheme under the Act will not be affected, the trusts hereby created shall continue to have effect as though the new employer had been a party to this Deed and the Plan provider shall be released from all obligations under this Deed and the Rules.

24. WINDING-UP OF THE SCHEME ON CERTAIN EVENTS

If the Plan provider shall be dissolved or woundup or its undertaking (whether for amalgamation or reconstruction or otherwise) shall be acquired or become vested in any other body corporate and such body corporate shall not enter into a deed following the provisions of Clause 28 to undertake the rights and obligations of the Sponsor or if the Sponsor shall cease to contribute to the Scheme for any reason and the Trustees shall, after taking into account all relevant circumstances, resolve to wind-up the Scheme then, the Trustees shall cause the Scheme to be wound-up in the manner required by the Act in so far as it relates to the Members who are or were employees of the Sponsor and shall make provision for such Members in the manner described in Clause 30.

25. DETERMINATION OF TRUSTS

Upon the commencement of any winding up of the Scheme under the provisions of Clause 25hereof or the expiration of the Trust Period the trusts constituted by this Deed shall determine. Upon the determination of the trusts, the affairs of the Scheme shall be wound up following the Act

26. LAW AND CURRENCY

This Deed shall be interpreted following and governed by the Laws of Tanzania and all contributions and benefits payable shall be made in Tanzania Shillings.

27. CLAIMS ONLY FOLLOWING THIS DEED

No person whether a Member or otherwise shall have any claim right or interest upon to or in respect of any lump sum payment or other benefit or any contribution made to the Scheme or any interest therein or any claim upon or against the Scheme, the Sponsor, the Trustees, the Administrators, except under and following the provisions of this Deed and the Rules made according to the provisions of this Deed.

28. INTERPRETATION OF TRUST DEED

(a) Subject to the Act and the Ministry, the decision of the Trustees as to the meaning of or interpretation of the Rules and the decision of the Trustees as to the meaning of or interpretation of the applicable Rules or part of the Rules shall be final and binding on the Plan provider, Employers, Members and every person claiming to be entitled to a benefit under this Deed.

(b) Any question which may arise concerning a claim by any person under this Deed shall be decided by the Trustees.

29. DISPUTE RESOLUTION

Where a person is dissatisfied with the decision of the Trustees in a claim to benefit or any dispute or any question as to liability, he may apply to the Ministry for review.

30. NOTICES

Any notice which under the provisions of this Deed is required to be given to or served upon the Trustees shall be served in writing and delivered or addressed to the Trustees care of the principal office for the time being of the Plan provider or if a Corporation shall be a sole trustee, at the place of business of such Corporation.

31. HEADINGS

The headings in this Deed are for the convenience of reference only and are not to be construed as part of this Deed

IN WITNESS WHEREOF the Common Seal of the Sponsor has been hereunto affixed and the Trustees have set their hands the date and year first written.

SEALED with the Common Seal of the Board of Trustees Workers Retirement Fund in the presence of: -

Name:

Signature: …………………………………………

CHAIRMAN OF THE BOARD OF TRUSTEES

Name:

Signature: ………………………………….

SECRETARY

NAMES AND SIGNATURE OF OTHER TRUSTEES

Name	Signatures
1. Mr. Saidi Shabani Wamba	………………………………
2. Mr. Kassim Meja Kapalata	………………………………
3. Mrs. Juliana Charles Mpanduji	………………………………
4. Mr. James Charles Kalanje	………………………………
5. Mr. Noel Lotary Nchimbi	……………………………….

Signed Before:

Full Name: …………………………………………………………………………

Signature: …………………………………………………………………………

Postal Address: ………………………………………………………………….

Qualification: …………………………………………

THE RULES

The Rules of the Scheme as herein contained apply to the Sponsors, the Employers, members, and any other person in receipt of or claiming any benefit under the Scheme

RULE 1 - MEMBERSHIP

(a) Membership of the Scheme is Voluntary except for TUCTA and CHODAWU Employees

(b) Any person who is a member of a trade union affiliated with TUCTA is eligible to join the Scheme. Any other person may join the scheme on condition that must agree to contribute to TUCTA 10% of attributable investments income. These contributions will be used primarily for enhancing the advocacy of labor rights in Tanzania.

(c) Before admission to the membership, an eligible person shall be required to complete an application form prescribed by the Trustees and the Operator and on joining the Scheme he shall produce a certificate of his birth or other satisfactory evidence of his age.

(d) Each member will be allocated an identification number that will identify the member in the Scheme Management System. The number may change depending on the requirement of the technology being in use. Members will be granted access to their accounts.

(a) A member once admitted to membership of the Scheme shall not thereafter cease to be a Member unless he/she withdraws his contributions prematurely or at retirement age.

RULE 2 - CONTRIBUTIONS

(a) **Member's Contributions**

(i) Member’s contributions will be made in the form of cash, cheque, or transfers depending on the convenience of the member. Every member will decide on a suitable period for making contributions (though not fixed). For computing, benefits contributions will be deemed received on monthly periods

(ii) Each employer may state the amount or percentage of contributionsthat will be remitted to the scheme to the deed of adherence either will be employer and employee contributions or employer contributions only

(iii) Monthly member's contribution will not be less than Tanzania Shillings ten Thousand while for TUCTA and CHODAWU will not be less than thirty thousand.

(b) **Termination of Contributions**

Contributions by and in respect of a Member shall cease to be payable as from the last

(c) **Schedule of Contributions**

The Trustees shall prepare and maintain a schedule showing the rates of contributions payable by and in respect of the Members (including any additional voluntary contributions). The schedule shall be certified by the Actuary and approved by the Trustees and the Sponsor. The schedule may be revised with the agreement of the Sponsor and certified by the Actuary. A copy of the revised schedule(s) shall be submitted to the ministry within 30 days of such revision.

(d) Remittance of Contributions

Contributions shall be channeled to the Scheme on daily basis, weekly basis, and monthly basis or on other agreed period of time depending on the member's occupation and preference.

(e) Record of Contributions

The Trustees shall maintain and submit to the Ministry a quarterly record of contributions within ten days of the end of every third calendar month. The quarterly record of contributions shall comply with any format issued by the ministry.

(f) Vesting of Benefits from Contributions

All benefits derived from contributions made by a Member shall vest immediately in the Member and all benefits in respect of a Member derived from the Member's contributions shall be fully vested in a Member within the month it was remitted.

RULE 3 - DEED OF ADHERENCE

All employers seeking to utilize services of the Workers Retirement Fund "***Umbrella scheme***" need to fill deed of adherence as an agreement for compliance between the employer and plan provideror administrator before starting to contribute to Fund;

RULE 4 - BENEFITS PAYABLE

(a) Members are paid benefits depending on their contributions and interest gained over the years of membership. Interest is calculated after every six months and credited to members' accounts. These interests form part of the member's contributions and earn subsequent interest. Other benefits are: -

(i) No withdrawal of any contributions will be allowed during the lock-in period of the first two years after the member's admission. After the lock-in period and before the normal retirement age, any withdrawal will attract the following penalties on the accrued profit only: -

(a)30% for 5year or below;

(b)20% for 6 to 10 years;

(c) 10% for 11 to 20 years

(d)5% for 21years to six months before retirement age

(ii) No penalties will be charged on the principal contributions of any member. Also, no penalties will be charged to any member's entitlements in the case where the course of withdrawal is the death of a member or inability to work on health reasons justified by an approved medical specialist.

(iii) Retirement benefits at the age of 55 to 60 years. This will include all outstanding contributions plus apportioned profits from investments.

(iv) Loss of employment benefits – This will be paid upon when the member loses employment and stay unemployed for three months or more. The member will be allowed to withdraw 50% of his/her account balance and if unemployment continues for more than six months then may be allowed to withdraw the remaining 50%.

(v) Early withdrawal benefit after the lock-in period of 2 years. However, a penalty will be imposed as per Rule 4(i).

(vi) Year-end withdrawal (school fees benefits) – This will become eligible after the lock-in period and pay up to 10% of the individual account balance.

(vii) Mid-year withdrawal (school fees benefits) – This will become eligible after the lock-in period and pay up to 10% of the individual account balance.

(viii) Survivors' benefits –Outstanding balance of a deceased member's account will be paid to his/her eligible relatives.

RULE 5 - NOMINATION OF BENEFICIARY

A Member may, during his lifetime, nominate a beneficiary or beneficiaries depending on the nature of the benefits provided by the scheme.

RULE 6 - METHOD OF CALCULATING BENEFITS

(a) The calculation of the benefit of a member shall be according to the Defined Contributions System.

RULE 7 - ACCOUNTS, ANNUAL REPORTS, AND ACTUARIAL VALUATIONS

(a) The Trustees will prepare annual accounts of the Scheme and have them audited by the Auditor and submitted to the Ministry together with the investment reports within six (6) months from the end of the Financial Year. The audited accounts will comply with the Guidelines.

(b) The Trustees will prepare annual reports which will contain:

(i) A copy of the audited accounts;

(ii) Trustees' and Investment reports; and

(iii) Such other information as is or may be required under the Act.

(c) The annual audited accounts and reports described in (a) and (b) above will be prepared and made available for inspection by the Members within (6) months after the end of the Financial Year to which they relate.

(d) Each Participating employer shall within six (6) months after the end of each Financial Year receive from the Trustees a summary of the audited accounts together with a statement showing the Member's and the sponsor's contributions together with the member's share of investment income or losses as the case may be.

RULE 8 - TAXES AND DUTIES

(a) If upon the death of a Member or Pensioner or another person in receipt of benefits under the Scheme, any taxes become payable by the Trustees, the Trustees shall be entitled to recover any such amount (including any interest paid by them in respect of such payment and the cost of paying it) by deducting from any amount due or owing to such Member or Pensioner or another person under the Scheme.

(b) In the event of the Trustees becoming accountable for tax in respect of any payment under the Scheme, the Trustees shall have the right to deduct such tax from the amount payable.

RULE 9 – DUTIES OF PARTICIPATING EMPLOYERS

Every participating employer in an umbrella scheme shall-

(a) report to the administrator information about their employees who are eligible to join the Scheme;

(b) Collect and submit contributions to the scheme within the time prescribed in the scheme rules and deed of adherence; and

(c) Undertake any other obligations of the participating employer as per terms of the scheme rules and deed of adherence.

RULE 10 – ASSIGNMENT OF BENEFITS

No benefits or contributions accruing from membership of the Scheme or payable under the Rules shall be capable of assignment except to secure a mortgage loan issued by an institution approved by the Ministry but subject to the provisions of the Act and the Regulations made thereunder.

RULE 11- INCAPACITY OF BENEFICIARY

If a Member or Member's Dependents or beneficiary or another person to whom the Trustees are making payments or to whom any benefits have become payable shall be suffering from any physical or mental incapacity (as to which a certificate from a qualified medical practitioner to the effect that such Member or beneficiary or other person suffering may be accepted by Trustees as conclusive evidence), the Trustees shall pay the benefit to a nominated beneficiary.

RULE 12 -PROHIBITED PAYMENTS AND BENEFITS

Subject and without prejudice to Rule 8, No payment shall be made to the Sponsor from the Scheme without the prior written consent of the Ministry.

RULE 13 - EFFECT ON TERMS OF EMPLOYMENT

Nothing in these Rules shall in any way restrict the right of the Sponsor to terminate the employment of a Member.

RULE 14 - LIMITATION OF TRUSTEES' LIABILITY

The Trustees shall not be required to affect any payment or perform any obligation under the Scheme unless the Trustees shall have been notified by the Sponsor or by the Member or beneficiary concerned of all events giving rise to or affecting the incidence of such liability or obligation.

RULE 15 - REGISTER

(a) The Trustees shall maintain a register in which will be entered the names and dates of birth of all Members and their marital status. A Member shall advise the Trustees forthwith of any change in his marital status and supply the following information as relevant for the registration of potential beneficiaries:

  (i) The name, address, and date of birth of his Spouse;

  (ii) The date of birth of any child born to him or his Spouse;

  (iii) The adoption of any child by him or his Spouse;

  (iv) The death of any Dependent; and

  (v) The annulment or dissolution of his marriage.

(b) The Trustees may require a member to make a declaration that there is no person dependent on him, other than those who have already been registered as Dependents.

(c) The Trustees shall also keep and maintain such registers and records as will enable the Actuary to conduct an actuarial valuation of the Scheme at any time.

RULE 16 - RIGHT TO DOCUMENTS

Any Member shall be entitled at any reasonable time to inspect a copy of the Trust Deed and these Rules and any amendments thereto.

RULE 17 - RULES TO BE ACKNOWLEDGED AS BINDING

Every person admitted to membership and every person whose claim upon the Scheme is derived from such Membership shall be bound by the Trust Deed and these Rules.

RULE 18 - AMENDMENT OF RULES

The Trustees may amend the Rules following the provisions of the Trust Deed.

RULE 19 - OTHER PROVISIONS

In the event of the occurrence of any event not expressly provided for in these Rules reference shall be made to the Act and the regulations.

RULE 20 – SEPARATE ACCOUNTS

Every Scheme shall maintain a separate account for-

(a) every participating employer; and

(b) Every scheme member.

RULE 21 – INVESTMENT OF THE FUND

The funds of the Scheme shall be invested following the requirements of the Act, Regulations, the Social Security Investment Guidelines issued by the Bank and Investment Policy of the Scheme.

RULE 22 - HEADINGS

The headings to these Rules are for the convenience of reference only and are not to be construed as part of the Rules.

IN WITNESS WHEREOF the Common Seal of the Sponsor has been hereunto affixed and the Trustees have set their hands the date and year first written.

SEALED with the Common Seal of the Board of Trustees

Workers Retirement Fund

in the presence of: -

Name: …………………………………………..

Signature: ……………………………………….

CHAIRPERSON OF THE BOARD OF TRUSTEES

Name: …………………………………………

Signature: ……………………………………

SECRETARY

NAMES OF OTHER TRUSTEES

Name

1. Mr. Saidi Shabani Wamba
2. Mr. Kassim Meja Kapalata
3. Mrs. Juliana Charles Mpanduji
4. Mr. James Charles Kalanje
5. Mr. Noel Lotary Nchimbi

Signed Before:

Full Name: ……………………………………………………………………

Signature: ……………………………………………………………………

Postal Address: ………………………………………………………………

Qualification: …………………………………………………………………