

# REGULATIONS

## TITLE I

### MEMBERSHIP

#### Article 1

##### **Members**

The following may join the Foundation:

- 1.1. a father and/or mother covering their own children;
- 1.2. persons covering children other than their own;
- 1.3. persons who do not have any children when they join.

#### Art. 2

##### **Philanthropic members**

- 2.1. The Board may accept as philanthropic members individuals who waive the right for themselves and their children to any benefit and assets of the Foundation.
- 2.2. The philanthropic members are exempted from medical formalities. They fix, as they wish, the amount of the contribution, which shall not, however, be less than a minimum fixed by the Board.
- 2.3. The philanthropic members have a consultative vote at the meetings.

#### Art. 3

##### **Over-coverage**

No child may be the beneficiary of more than two members.

Art. 4

**Membership conditions and formalities**

- 4.1. Any natural person may request to become a member of the Foundation.
- 4.2. A firm may submit its staff for membership; the candidate remains, nonetheless, the natural person.
- 4.3. To be accepted, the candidate must fulfil the following conditions:
  - 4.3.1. be domiciled in Switzerland or exercise his or her professional activity there, or have an employment contract governed by Swiss law with a firm that has its headquarters or a branch in Switzerland;
  - 4.3.2. to be aged between 18 and 55;
  - 4.3.3. submit an enrolment application form duly signed;
  - 4.3.4. submit all documents attesting to the fulfilment of the required conditions;
  - 4.3.5. reply to a questionnaire on his or her state of health and, if the Foundation's medical examiner considers it necessary, undergo a medical check-up with a doctor authorised to exercise in Switzerland, who will decide on his or her acceptability;
  - 4.3.6. recognise the right of the Board to take all other measures to protect the Foundation from abuse of trust; the candidate must, at the Board's request, release the doctor from medical secrecy in respect to the Board;
  - 4.3.7. declare to submit to the articles of association, the regulations and the decisions of the Board taken in application of these.
- 4.4. The Board rules on the acceptance of the enrolment application.

Art. 5

**Effective date of enrolment**

- 5.1. The acceptance is effective on the date of the Board's decision.
- 5.2. The candidate is notified by letter of this decision.
- 5.3. The person must, within 30 days of receipt of the letter, pay his or her first contribution.
- 5.4. If the person does not accomplish this formality within the specified time limit, the Board may cancel his or her enrolment.

Art. 6

**Refusal of enrolment**

The Board may refuse an enrolment request without being required to give reasons for its decision that is without appeal.

Art. 7

**Loss of the capacity of member**

The capacity of member is lost:

- 7.1. by resignation;
- 7.2. by death;
- 7.3. by being struck-off the member register;
- 7.4. when the last covered child is over 20 years of age.

Art. 8

**Maintaining the capacity of member**

- 8.1. Notwithstanding art. 7.4, the Board may retain as member any person who, at the expiry of the period of coverage of the last declared child, expresses the desire to retain this capacity, in return for the payment of a contribution whose minimum amount is fixed by the Board.
- 8.2. These members shall be treated in the same way as philanthropic members and retain their shares and associated right but have no ownership rights.

Art. 9

**Resignation**

- 9.1. Any member may at any time notify, in writing, his or her resignation to the Board.
- 9.2. The resignation takes effect at the end of the period for which the member has paid his or her contributions.
- 9.3. As a result of such resignation, the member's covered children lose the right to all financial aid from the Foundation and the member loses any claim to the latter's assets.

Art. 10

**Striking-off**

- 10.1. The Board is competent to rule on the striking-off of any member:
- 10.1.1. who does not fulfil his or her obligations in respect to the Foundation;
  - 10.1.2. who clearly acts in a manner contrary to the Foundation's interests;
  - 10.1.3. whose enrolment subsequently proves to be based on false declarations; the children covered by such a member lose any right to benefits, even when the misconduct is only emerges after the member's death.

TITLE 2

**OBLIGATIONS OF THE MEMBERS**

Art. 11

**Notifications**

The members notify the Foundation of modifications that may occur in their personal situation and that of the children they cover, at the latest within 3 months of the moment when they become aware of these. Any failure to respect this obligation may lead to the member being struck off the member register by decision of the Board, according to the meaning assigned in art. 10.

Art. 12

**Obligation to cover**

- 12.1. Any member, as this is defined in article 1.1., is bound, at the time of his or her enrolment and under threat of the consequences specified in article 14, to have each of his or her children under the age of 20 covered, on condition that they have the same parents.
- 12.2. The member must then declare, within three months, any new child born of the same parents; he or she may have the children of a different parent covered by a new contract.
- 12.3. The member may not take out a new contract after the age of 55.
- 12.4. The Foundation must cover new children whatever the member's age, even if they are born after the member has reached the age limit of 55.

## Art. 13

### **Age limit**

The members, as they are defined in articles 1.2 and 1.3, may not cover children when they are over the age of 55.

## Art. 14

### **Coverage omission**

- 14.1. If a member omits to have one or more of his or her children covered within the specified time limit and that this omission is discovered when he or she is alive, he or she shall be given formal notice to accomplish this formality and pay, within the month, the contributions in arrears and the costs.
- 14.2. Failing this, the Board has the person struck off the member register.
- 14.3. If the omission is only noticed upon the member's death or if this death occurs before the expiry of the time limit of one month during which the member has not rectified the situation as specified in art. 14.1., his or her orphans shall receive a reduced evenly distributed benefit, calculated in such a way that the current value is equivalent to the value that the Foundation would have paid if only the covered children had the right to this.

## Art. 15

### **Benefits of the Foundation**

- 15.1. Membership of the Foundation does not give the right to benefits.
- 15.2. At the first annual meeting of the Foundation Board, the latter fixes for the current year, based on the Foundation's financial situation, the amount of any benefits granted to all the beneficiaries. This decision is then submitted to the general meeting for definitive validation.
- 15.3. The member defines, upon enrolment, the category of allocated benefits from among the following four possibilities:

Level 1:	low benefit (maximum of CHF 3,000)
Level 2:	average to low benefit (maximum of CHF 6,000)
Level 3:	average to high benefit (maximum of CHF 9,000)
Level 4:	high benefit (maximum of CHF 12,000)

The chosen level must be the same for all children covered by the same member.

- 15.4. When a person who is already a member joins a company covering its staff, but at a lower level than that of the contract already held by the member, the latter may retain membership at the higher level by directly paying the difference in contribution.
- 15.5. The office permanently makes available to existing or potential members a table indicating the benefit allocated by the Foundation Board during the previous 10 years for the aforesaid 4 levels.

#### Art. 16

##### **Increase or decrease in the benefit**

- 16.1. Any member under 55 years of age may request to increase or decrease the benefit within the limits of article 15.2.
- 16.2. In the case of an increase, the Board rules on this request after obtaining the opinion of the medical examiner in compliance with the procedure of article 4.3.5.
- 16.3. The age scale fixed in article 17.1 also applies to an increase in the benefit; the age to be taken into account for the contribution of the increased part is that when the increase is made.
- 16.4. The provisions of articles 16.2 and 16.3 apply in the event that a member, authorised to reduce the benefit, wishes subsequently to increase it again.
- 16.5. The modifications to the benefit apply with immediate effect on the date of receipt of the request for a reduction and, for a request for an increase, on the date on which the Board rules.

#### Art. 17

##### **Contributions**

- 17.1. The contribution depends on the benefit chosen and the age of the member. It is fixed as follows, for each child:

Benefit level (see art. 15.3 above);	Annual contributions according to enrolment age		
	< 35 years	35 to 45 years	45 to 55 years
Level 1	48.-	66.-	174.-
Level 2	96.-	132.-	348.-
Level 3	144.-	198.-	522.-
Level 4	192.-	264.-	696.-

- 17.2. The annual contribution due for each child is payable pro rata temporis as of the month during which the enrolment application is accepted or as of the birth or adoption of the member's child, or as of the increase in the benefit; it ceases to be due at the end of the year during which the member or the covered child dies, or when the latter ceases to be covered due to age.
- 17.3. A new member with no child to be covered pays, until the birth or adoption of the first child, half the contribution linked to the covered amount.

#### Art. 18

### **Payment of the contributions**

- 18.1. The annual contribution is due for the full calendar year; it is payable at the latest on the 31 March of the year for which it is due.
- 18.2. At the request of the member before 31 January of each year, it may be paid half-yearly or quarterly, but at the latest on the last day of the first month of the half-year or quarter concerned.
- 18.3. Any member who is late in paying his or her contributions is given formal notice to pay within thirty days. If the official notice to pay has no effect, the obligations of the Foundation are suspended as of the expiry of the specified deadline for payment. The Board then has the member struck off the member register (art. 10.1.1.).

## TITLE 3

### **BENEFITS OF THE FOUNDATION**

#### *A. In the case of death*

#### Art. 19

### **Benefit decided by the Foundation Board**

- 19.1. The benefit determined according to article 15, annually and according to the Foundation's financial situation, may be granted to the children covered by a member who has died.
- 19.2. The payment is then made at the value on the first day of the month during which the member died.
- 19.3. It expires on the last day of the month during which the covered child reaches his or her 21<sup>st</sup> birthday or dies.

19.4 Articles 10 and 14 of these regulations continue to apply.

19.5 The posthumous child of a member has, at birth, the same rights as a covered child.

#### Art. 20

##### **Payment of the benefit decided by the Foundation Board**

20.1. The payment is made on the first **working** day of each month.

20.2. It is paid to the legal representative of the covered child then, after he or she comes of age, directly to the covered child, unless the child is under guardianship or wardship.

#### Art. 21

##### **Death grant**

21.1. When a member dies, the Foundation is authorised to pay, for each covered child, a single grant fixed each year by the Board.

21.2. This grant, if applicable, is identical and due whatever the benefit chosen.

#### Art. 22

##### **Departure grant**

The Foundation is authorised to pay, for each child receiving benefits, at the expiry of these, a single grant fixed each year by the Board, and the same whatever benefit is chosen.

#### Art. 23

##### **Non-transferability**

The benefit and the grants paid by the Foundation are non-transferable.

#### Art. 24

##### **Documents in proof**

The Foundation pays any benefit and other amounts allocated on the basis of the documents in proof that the Board will demand.

## Art. 25

### **Supervision of benefits**

- 25.1. The Board may check that the benefits are used for the purpose for which they are intended. The Board may question the legal representative of the covered child to whom the benefit is paid on the use of this, namely to contribute to the maintenance and education of the covered child.
- 25.2. In the event that the Board is certain that the benefit is not used for the purpose for which it is intended, it must inform the guardianship authority.

### *B. In the case of disability*

## Art. 26

### **Disability**

- 26.1. Disability is a decrease in earning capacity presumed to be permanent or long term which results from a diminished state of physical or mental health stemming from an illness or an accident.
- 26.2. The disability, under these regulations, is based on a decision of the Swiss disability insurance, decisions of foreign authorities not being taken into account unless they are recognised by the Swiss Confederation in the framework of an international agreement.
- 26.3. The Board may take into account situations of hardship, even when only a foreign decision of disability is presented. However, the member has no right to benefit from a system constituting an exception to art. 26.2. The Board enjoys in this respect full freedom of assessment.

## Art. 27

### **Benefit decided by the Foundation Board**

- 27.1. The benefit determined according to article 15, annually and according to the Foundation's financial situation is, if appropriate, paid to the children covered by a member whose level of disability is at least 50%.
- 27.2. The benefit is then proportional to the member's level of disability.
- 27.3. Children born more than nine months after the start of the disability, as fixed by the Swiss disability insurance authority, do not receive any benefit from the Foundation; the same applies to children adopted after the start of the disability.

Art. 28

**Exemption from contributions**

A disabled member, whose children, covered by him or her, receive a benefit, is exempted from the payment of contributions for as long and the benefit is paid.

Art. 29

**Request for benefit**

- 29.1. The member who wishes to request a benefit in the case of disability for the children that he covers must send a request to the Board.
- 29.2. This request must be accompanied by all the documents necessary for its assessment, notably the decision of the Swiss disability insurance.
- 29.3. The Board may require other documents in proof that it considers appropriate. It may also order investigations, the costs borne by the Foundation, or have doctors of its choice carry out any examination that it judges useful.

Art. 30

**Foundation's decision**

- 30.1. The member is informed of the Board's decision by registered letter.
- 30.2. The Board's decision is without appeal.

Art. 31

**Start of the benefit**

- 31.1. If a benefit is allocated, it is paid as of the moment that a right to a pension is recognised by the Swiss disability insurance.
- 31.2. The payment of the benefit starts as of the date of the decision of the Swiss disability insurance, taking into account its possible retroactivity, without it being able to go back further than two years as of the filing of the request with the Foundation.

Art. 32

**Review of the benefit**

- 32.1. The benefit is increased, reduced or withdrawn if the member's level of disability changes.

- 32.2. The member must inform the Foundation of any decision that the Swiss disability insurance may take within three months of the day when it becomes known to him or her. Moreover, he or she must provide every two years documents in proof of level of disability. The Board will check the case according to articles 29.2 and 29.3. It may delegate this task to its office staff.
- 32.3. In addition, the Foundation may, at any time, have the member's level of disability verified in the way that it judges appropriate.
- 32.4. On the basis of its examination and the documents provided, the Board may decide to review the benefit.

Art. 33

### **Common provisions**

Articles 19.3., 19.4., 20, 22 to 25 concerning benefit in the case of death apply by analogy.

## TITLE 4

### **ORGANS**

#### *A) General Meeting*

Art. 34

#### **Notice to attend**

- 34.1. The members are invited by the Board to attend an ordinary general meeting once a year, within six months of the end of the financial year.
- 34.2. The ordinary and extraordinary general meetings are convened at least twenty days in advance by registered letter or announcement in the Feuille d'Avis Officielle [Swiss trade gazette] or by any other means that the Board judges appropriate.

Art. 35

#### **Agenda**

- 35.1. The Board presents an administrative and financial report on the past financial year to the ordinary general meeting.
- 35.2. The auditing body also presents a report on its mandate.

- 35.3. Individual proposals that need to be voted must be sent in writing to the Board at least ten days before the meeting. Failing this, they may be discussed at the meeting and used as suggestions.

Art. 36

**Procedure**

- 36.1. The general meeting may validly deliberate whatever the number of members present, subject to article 50.
- 36.2. Voting and elections are by a show of hands, unless at least ten members request a secret ballot.
- 36.3. Each member has one vote, irrespective of the number of membership contracts signed. The decisions are taken at the absolute majority of voters, subject to articles 49 and 50. Blank ballot papers are taken into account but not abstentions.

Art. 37

**Extraordinary general meeting**

- 37.1. The Board may invite the members to attend an extraordinary general meeting at any time.
- 37.2. It is bound to do this upon request signed by at least 30 members.

*B. Board*

Art. 38

**Setting up the Board**

- 38.1. The governance of the Foundation is entrusted to a Board of at least seven members elected for three years and who may be immediately re-elected.
- 38.2. Only the members are eligible.
- 38.3. Each year the Board appoints from among its members a chairman, a treasurer and a secretary; it distributes among its members the other functions that it judges necessary.

Art. 39

**Quorum**

- 39.1. The regular convening of all the members of the Board is necessary to validate its decisions.
- 39.2. The Board takes its decisions at the majority of the members present. In the case of a tie in votes, the chairman has the casting vote.

Art. 40

**Competence**

- 40.1. The Board is responsible for the management and representation of the Foundation. Its members do not incur any personal liability, except in the case of serious misconduct.
- 40.2. It may notably make any investments of funds; accept any successions and legacies, relinquish them; argue its case, make settlements and compromises; conclude any leases, contract any liens or mortgages; have any attachments or oppositions carried out, order the lifting of these; and conclude and sign all notarised documents in the name of the Foundation.
- 40.3. It has a broad discretionary power in respect to the implementation of the Foundation's objective, notably in the case of hardship, and has at its disposal, in this context, an emergency fund (art. 45).

Art. 41

**Power of representation**

The Board designates the persons authorised to represent the Foundation before third parties and determines the type of signing authority.

TITLE 5

**ANNUAL ACCOUNTS - FUNDS**

Art. 42

**Financial year**

The financial year starts on 1 January and ends on 31 December.

## Art. 43

### **Balance sheet**

At the end of each financial year, a balance sheet showing the Foundation's assets and liabilities is drawn up, along with a statement of expenditure and income for the past year (operating account).

## Art. 44

### **Reserve fund for benefits in progress**

- 44.1. The reserve fund for benefits in progress on the balance sheet represents the sums necessary for paying the Foundation's benefits (as known at the end of each financial year) to orphans and children covered by disabled members.
- 44.2. The amount of this reserve fund is mathematically determined, at the end of each financial year, based on the average benefits paid during the previous 5 years.
- 44.3. On the basis of the figure determined in this way, the reserve fund is funded by debiting the operating account. If the determined amount is exceeded, the reserve fund is written back by this amount by the credit of the operating account.

## Art. 45

### **Emergency fund**

- 45.1. An emergency fund may be set up and replenished at the end of each financial year.
- 45.2. The assets of this fund are notably used:
  - a) for the retroactive payment of benefits of children of disabled parents (art. 31.2);
  - b) for the allocation of pensions in the case of hardship, irrespective of the decision of the disability insurance (art. 26.2) and the status of the child concerned (art. 14.3);
  - c) to make the payments decided by the Board, in compliance with the Foundation's objective, in cases of hardship (art. 40.3).

## Art. 46

### **Temporary relief**

When the operating account shows sufficient surplus income, the Board may, if it considers that no other consideration opposes this, propose to the ordinary general meeting that part of this surplus should be used, in any form whatsoever, to reduce the members' charges or to improve the assistance for orphans, but only during the financial year in progress.

Art. 47

### **Other funds**

The Board may create other funds and propose, if necessary, the appropriate transfers to the general meeting. The created funds must serve the Foundation's objective.

Art. 48

### **Reserve fund**

The balance of the operating account, less deductions for temporary relief and other allocations, notably to the emergency fund and other funds, is transferred to the reserve fund.

## TITLE 6

### **FINAL PROVISIONS**

Art. 49

#### **Modification to the articles of association and the regulations**

- 49.1. The articles of association and these regulations may only be modified by the ordinary or extraordinary general meeting convened for this purpose.
- 49.2. The proposed text is made available to the members at the Foundation's office.
- 49.3. Any modification must be accepted at the majority of two thirds of the votes of the members presents.

Art. 50

#### **Winding-up**

- 50.1. The winding-up of the Foundation may only be put for discussion at an extraordinary general meeting convened specifically for this purpose and gathering at least three quarters of the members.
- 50.2. If this meeting does not gather the fixed quorum, a second meeting may be convened, at the latest three weeks after the first. It validly deliberates whatever the number of members present.

- 50.3. The winding-up must be accepted at the majority of two thirds of the votes of the members presents.

Art. 51

**Arbitration**

- 51.1. Any dispute arising between the Foundation and the members is referred before an arbitral tribunal of three members ruling without appeal.
- 51.2. Each party appoints an arbitrator; the arbitrators thus appointed designate a chief arbitrator.
- 51.3. If one of the parties does not appoint its arbitrator within thirty days of having received official notice to do so by the other party, or if the two arbitrators are unable to agree on the choice of the chief arbitrator, the court of first instance [*Tribunal de première instance*] of Geneva makes the appointment.
- 51.4. Should the disputed amount not exceed CHF 300,000, just one arbitrator is appointed by the parties or, failing this, by the court of first instance of Geneva.
- 51.5. The seat of the arbitration is in Geneva.
- 51.6. The provisions of the intercantonal agreement on arbitration apply to all else.

"Only documents in the French language shall be legally binding"