

THE MISINFORMATION COMBAT ALLIANCE ASSOCIATION

CHARTER AND GOVERNING FRAMEWORK

1. INTRODUCTION

- 1.1. Misinformation Combat Alliance Association (“MCAA”) is a company limited by shares registered under Section 8 of the Companies Act, 2013. MCAA was incorporated on 15.06.2021 and has its registered office at Plot No. 493, First Floor, Sector 19 Dwarka, N.S.I.T. Dwarka, South West Delhi, New Delhi, Delhi - 110078, India.
- 1.2. The MCAA has a paid up capital of Rs. 1,00,000/- (Rupees One Lakh only), contributed equally by Mr. Bharat Gupta and Mr. Rajneil Rajnath Kamath. The shareholding is held in trust and does not indicate actual ownership, control, or profit sharing in any manner.
- 1.3. The MCAA has set up the Trusted Information Alliance (“TIA”), formerly known as the ‘Misinformation Combat Alliance’, on 24.03.2022 as its representative body to establish a cross-sector alliance committed to building a healthier, more trusted information ecosystem — for platforms, publishers, policymakers, and the public. It is clarified that the MCAA is carrying on its activities and discharging its functions as, and through, the TIA in public.
- 1.4. The MCAA’s board of directors is presently composed of: (i) Mr. Rajneil Rajnath Kamath [DIN 07337544]; (ii) Mr. Rahul Shambhu Prasad Namboori [DIN 09562945]; (iii) Mr. Rakesh Kumar Dubbudu [DIN 08474113]; and (iv) Ms. Neelam Singh [DIN 11036000]. The elected office bearers of the Governing Council of the TIA may become a part of the Board of Directors of the MCAA upon their election.
- 1.5. Any member of the TIA may acquire shareholding and a position on the board of directors of the MCAA, up to 10% maximum, for holding it in the capacity of a custodian, subject to TIA’s Governing Council’s approval. It is further clarified that the directors on the board of the MCAA will only perform statutory duties and functions, and act on the aid and advice of the Governing Council of the TIA. A position on the

MCAA's board of directors does not confer any additional powers on the director to control the functioning of the TIA.

- 1.6. This document sets out the Charter and Governing Framework of the TIA (“**Charter**”). This Charter supersedes and replaces the existing governing framework of the TIA. On the adoption of this Charter by the existing members of the TIA, the relationship between the TIA and its members will be bound by the terms of this Charter. In the event of a conflict between any other documents adopted by the TIA and this Charter, this Charter will prevail and be controlling in all respects.

2. BACKGROUND

- 2.1. In today's digital world, the constant flood of unreliable and conflicting information is leaving users confused, vulnerable to scams and unable to make informed decisions. The erosion of trust in media and institutions has deepened societal divisions and made it increasingly difficult for individuals to navigate the truth. Tackling this issue requires a collective, multi-sector approach that combines expertise from technology, media, government, and civil society. The TIA brings together diverse stakeholders to promote information integrity, ensuring that individuals have access to transparent, reliable, and ethical content. Through collaboration, TIA empowers the public to critically engage with the information they encounter, fostering a more informed and trustworthy digital society.

3. VISION

- 3.1. To create a trusted, safe and open information ecosystem leading to an aware and enlightened society in the country.

4. MISSION

- 4.1. The mission of TIA is to strengthen the quality, safety, and credibility of information in the digital age.

- 4.2. The TIA works across all sectors to ensure transparency, promote responsible communication, advocate for platform accountability and AI safeguards, support fact-checking and policy innovation, and empower the public to navigate the information ecosystem with confidence.

5. SCOPE OF TIA'S ACTIVITIES

The activities of the TIA will fall into the following broad categories :-

5.1. Promoting Transparency

- 5.1.1. Help creators and publishers improve editorial clarity and disclosure.

5.2. Enhancing Public Awareness

- 5.2.1. Partner on civic education to enhance public awareness/enable access to credible content and tackle frauds and scams.

5.3. Advocating For Policy Reforms

- 5.3.1. Advise on laws around AI, misinformation, and digital safety.

5.4. Facilitating Platform Accountability

- 5.4.1. Advocate for safeguards, explainability in algorithms, and user protections.

5.5. Shaping Responsible Discourse

- 5.5.1. Encourage ethical messaging and reduce manipulation in public discourse.

5.6. Supporting Responsible Use Of AI

- 5.6.1. Promote ethical standards and accountability in the use of AI for creating and distributing information.

5.7. Strengthening Information Integrity

- 5.7.1. Support fact-checkers and researchers in building evidence-based systems.

6. HEADQUARTERS

- 6.1. The headquarters of the TIA will be in Delhi, India.

7. STRUCTURE OF THE TIA

7.1. The TIA comprises of:

- 7.1.1. Members of the TIA, who may be additionally organised within Committees/ Working Groups/Advisory Groups;
- 7.1.2. TIA Governing Council (“GC”), which includes the Elected Members and the Nominated Members;
- 7.1.3. TIA Full Time Staff, namely the Secretariat, headed by the Alliance Manager; and
- 7.1.4. Collaborators and other external stakeholders who will engage with the TIA and/or its Committees/ Working Groups/ Advisory Groups.

7.2. In addition, the TIA has established the Fact Checking Network Board (“FCN Board”), a self governing body for fact checkers in India and a DeepFakes Analysis Unit (DAU), to report a suspected deepfake that might be harmful.

Explanation. — It is hereby clarified that the GC and the Secretariat of the TIA shall support the functioning of the board of directors of the MCAA. The GC and the Secretariat shall also provide administrative support to the FCN Board, which shall, however, function independently of the TIA.

8. TIA MEMBERS

- 8.1. There shall be two classes of membership in TIA: General Membership and Associate Membership, as described below.
- 8.2. The current General Members of the TIA comprise of organisations, which have participated in the formulation of this Charter and will endorse the Code of Commitment. These General Members are listed on the TIA website.
- 8.3. Any future membership to the TIA shall be *via* a membership application and in compliance with this Charter, and subject to the GC’s confirmation.

- 8.4. All members of the TIA must agree to, and comply with the ‘Code of Commitment’, as available on the TIA’s website.
- 8.5. The following type of organisations shall be eligible for becoming a General Member of the TIA:
- 8.5.1. Fact-checking organizations;
 - 8.5.2. Media companies and organizations;
 - 8.5.3. Educational Institutions, academic and research organisations;
 - 8.5.4. Community networking groups, consumer advocacy groups, civil society groups, or other non-profits, as long as they have a statutory registration in India;
 - 8.5.5. Civic tech and engineering and product organizations.
- 8.6. The following type of organisations shall be eligible for becoming an Associate Member of the TIA:
- 8.6.1. Digital platforms, including social media companies;
 - 8.6.2. Original Equipment Manufacturers (OEMs) and Telecommunication companies;
 - 8.6.3. Industry associations and corporate entities;
 - 8.6.4. Any other group or organisation which shares the TIA’s vision and mission as laid out in this Charter.

Explanation. — “social media company” shall mean an intermediary, having more than 50,00,000 registered users in India, which primarily or solely enables online interaction between two or more users and allows them to create, upload, share, disseminate, modify or access information using its services.

Procedure for gaining membership

- 8.7. Any organisation interested in becoming a member of the TIA can fill and submit the application form available on the TIA’s website – online, demonstrating fulfilment of eligibility criteria as laid out in Clauses 8.4 - 8.6 of this Charter.
- 8.8. At a minimum, all applicants must demonstrate and affirm their commitment to TIA’s vision and mission, as well as the Code of Commitment, and must be registered /

based / operate out of India. However, membership does not require agreement on every project taken up by the TIA.

- 8.9. For a membership application to get approved, it must *first*, be recommended by a simple majority of the TIA's General Members (50% + 1 of General Members present and voting), and *second*, be finally decided and voted upon by the GC.
- 8.10. All membership applications received by the 19th of every month shall be sent out by the TIA Secretariat for voting on the 20th of every month. The voting on such application(s) shall remain open from the 20th of every month till the 30th of every month. The voting shall take place through digital means, the tabulation of which will be the responsibility of the TIA Secretariat.
- 8.11. Once a membership application is recommended by the majority of the existing TIA General Members, it shall be placed before the GC for confirmation at the immediate next meeting. The GC must forthwith decide, by simple majority (50% + 1 of members present and voting), on every such membership application placed before it with reasons to be recorded in the minutes. The decision of the GC shall be taken keeping in view the interests of the TIA as well as the objective of strengthening the quality, safety, and credibility of information in the digital age.
Explanation. — In case the GC is unable to vote on the membership application at the immediate next meeting or the meeting is postponed, it must vote and decide within 120 days of the vote of the General Members of the TIA.
- 8.12. Once approved by the GC, the prospective member shall pay the Fee, as stipulated in Clause 9.1 or 9.2 as applicable, and sign the Memorandum of Understanding (“**MoU**”) and Non-Disclosure Agreement (“**NDA**”), as shall be shared with them, before final appointment as a member.

9. **PAYMENT OF FEES**

- 9.1. The General Members shall be required to pay a one-time entry fee ₹1,50,000/- (₹ One Lakh Fifty Thousand only), and an annual fee of ₹1,00,000/- (₹ One Lakh only).

- 9.2. The Associate Members shall be required to pay an annual fee of ₹10,00,000/- (₹ Ten Lakhs only).
- 9.3. In addition to Entry Fee, all General Members shall be required to pay a fee of ₹ 1,00,000/- (₹ One Lakh only) annually and all Associate Members payable in advance by 30th April at the beginning of every financial year.
- 9.4. The entry fee and/or annual fee may be re-evaluated from time to time by the GC. Entry fee or annual fee once paid, shall be non-refundable.
- 9.5. In the event of non-payment of the annual fee within 30 (thirty) days of the said fee being due, the Secretariat shall serve a notice to the defaulting member to show-cause. Once the show-cause notice is served, the defaulting member will no longer have access to the privileges of being a member, including access to communications till the annual fee dues are cleared.
- 9.6. In case the dues remain unpaid even after another 30 (thirty) days from the date of show-cause, the GC shall have the authority to terminate the membership of such a defaulting member, after providing a hearing to the said defaulting member.
- 9.7. However, the GC may, by a special majority (2/3rd of members present and voting), decide to (i) condone the delay in payment of the annual fee, or (ii) grant one time subsidy for the one time entry fee and/or the annual fee in the form of waiver, based on the specific facts and circumstances that resulted in the default.
- 9.8. In case of termination, if such terminated member desires to re-apply for the membership to the TIA, the same shall be treated as a fresh application subject to payment of entry fee and annual fee as per Clause 9.1 or 9.2, as applicable.

10. **TIA GOVERNING COUNCIL**

- 10.1. The GC shall consist of nine (9) members out of which, seven (7) members shall be elected from the General Members (“**Elected Members**”), each represented by their respective representative. The other two members shall be individuals having special

knowledge and/or practical experience as laid in Clause 10.17 (“**Nominated Members**”). It is further clarified that two or more members of the GC cannot be from the same Group Companies.

Explanation. — For the purposes of this paragraph, “Group Company” shall mean a holding company, subsidiary company, associate company (including a Joint Venture company) and other direct or indirect subsidiaries of a holding company where holding company holds/owns at least 40% of such Group Company.

10.2. The members of GC shall be elected by the General Members of the TIA from amongst themselves by way of General Elections that shall be initiated by the outgoing President, and conducted by the Secretariat every two years.

10.3. Every General Election shall be conducted by the Secretariat at least 1 (one) month prior to the expiry of the tenure of the GC. Such newly elected GC shall be appointed upon expiry of the tenure of the then GC.

Eligibility

10.4. Every General Member of the TIA shall be eligible to contest for the post of Elected Members, unless specifically prohibited by this Charter or by law. All contesting members must make disclosures as specified in the disclosure form that shall be made available to members desirous of contesting. An Associate Member may attend a GC meeting(s) as a special invitee or observer, but shall, under no circumstances, have any voting rights in the decision of the GC.

Provided that for the purpose of this Charter, having active affiliation or membership in any political or governmental body or having the status of a Politically Exposed Person (PEP) in the immediately previous two years shall be an automatic ground for disqualification of the representative/nominee of the General Member.

Explanation. — Politically Exposed Person (PEP) are individuals who have been entrusted with prominent public functions by a foreign country, including the heads of States or Governments, senior politicians, senior government or judicial or military

officers, senior executives of state-owned corporations and important political party officials.

- 10.5. Members whose fees are in arrears in terms of Clause 9 shall not be eligible to contest for General Elections until such dues are cleared or waived off in terms of Clause 9.6.
- 10.6. It is clarified that members having served 2 (two) consecutive terms on the GC shall be required to undergo a mandatory cooling period of one (1) term.

Explanation. — The reference to “member” in this clause, refers to the General Member organisation that has signed this Charter and Governing Framework. It does not refer to the individual representative/nominee of the member organisation. Thus, it is not possible for a member to nominate a separate representative to serve a third consecutive term.

- 10.7. Given the cross-industry collaborative nature of the TIA, the members of the GC should ideally represent different sectors, such as industry (fact checkers), academia, and civil society. The TIA shall strive to ensure maximum diversity in representation from the different classes of General Members mentioned in Clause 8.5.
- 10.8. The TIA will endeavour to have at least one-third women members, i.e. at least 3 (three) members of the total 9 (nine) members of the GC (seven Elected Members and two Nominated Members).

Appointment of representative

- 10.9. Each Elected Member could be represented by a nominee/ representative in the GC of the Elected Member’s choice.

Office Bearers

- 10.10. The 3 (three) office bearers of the GC, in order of precedence, shall be the President, the Vice President, and the Treasurer (cumulatively referred to as “**Office Bearers**”).
- 10.11. The Office Bearers will serve as the signatories for the TIA. Every document requiring the signature of the TIA must be signed by the designated office-bearer actively

discharging duties . Further, all documents signed on behalf of the TIA must be shared with the GC contemporaneously, or as early as practicable.

- 10.12. All Office Bearers shall become a part of the MCAA Board of Directors and must apply for/get a DIN within six weeks of their election, if they do not already have one. The President/Secretariat must ensure that the necessary formalities are completed in this regard.

Elections of Office Bearers

- 10.13. The President, Vice-President and Treasurer shall be elected from amongst the members of GC through voting by simple majority (50% + 1 of members present and voting) by the members of the GC ("**Office-Bearers Election**").
- 10.14. The Office-Bearers Election shall be initiated by the President and conducted by the Secretariat within 10 (ten) days from the date of the General Elections..
- 10.15. Every GC member desirous of contesting elections for the post Officer Bearer of GC shall fill out the nomination form as released by the Secretariat indicating the position it prefers to contest for. No member shall contest for more than 1 (one) office-bearer position. The voting shall take place through a secret ballot and the results shall be tabulated by the TIA Secretariat.
- 10.16. It is clarified that members having served a term as the President, Vice-President or Treasurer of the GC must undergo a mandatory cooling period for 1 (one) successive term before being eligible for contesting the Office-Bearers Elections again.

Explanation. - In the event of an individual(s) vacating the position of an Office Bearer before completion of the incumbent's term, the GC will hold fresh elections for that office bearer position in the next meeting or within 30 (thirty) days, whichever comes earlier.

GC Nominated Members

10.17. The two Nominated Members of the GC shall be persons having special knowledge and/or 15 (fifteen) years of cumulative practical experience in the field of fact-checking, tech and policy, civil society, industry and academia.

Provided that the Nominated Members shall not be employed with any General Member or any political or governmental body, nor are they affiliated to any political party, nor do they have the status of a Politically Exposed Person (PEP), in the immediately previous two years.

10.18. Any TIA member may propose names of persons having requisite special knowledge/ and or practical experience eligible to be appointed as Nominated Member to the GC.

10.19. The Elected Members of GC shall decide the Nominated Members from amongst the proposed names unanimously, or by a special majority (2/3rd of members present and voting) in case of failure to reach a unanimous decision.

10.20. The Nominated Members of the GC shall participate in all GC meetings, discussions, and deliberations, but shall not have any voting rights.

Resignation/ Termination

10.21. **Resignation:** A member of the GC may resign if he/she is unable to fulfil their responsibilities by giving one month's notice. The GC shall decide to approve/reject the resignation.

10.22. **Removal and Termination:** A member of the GC can be removed from the GC if 2/3rd or more Elected Members (present and voting) agree for such removal on any of the following grounds:

- i. Non-compliance with this Charter or bringing TIA into disrepute;
- ii. Abusing its position as to render his/her continuation as a member of the GC detrimental to TIA's interest;
- iii. Acquiring such financial or other interest as is likely to affect prejudicially its functions as a member of the GC;
- iv. Default in payment of fees as stipulated in Clause 9;

- v. Violation of MOU or NDA as provided for in Clause 8.12;
- vi. Been convicted of an offence punishable with more than 2 (two) years of imprisonment which involves moral turpitude in the opinion of the GC;
- vii. Having been declared as insolvent by a competent court of law.

Provided that the GC shall serve a show cause notice to the member(s) proposed to be removed, and provide them with an adequate opportunity to furnish an explanation before deciding on any such petition.

Provided further that the member served with a show cause notice is entitled to seek an oral hearing before the GC.

- 10.23. The GC can take up a proposal for the removal of its members either *suo motu* or upon being petitioned by any TIA's member. Every such petition must be decided by the GC, after hearing the concerned member, at the earliest.

Explanation 1. — It is hereby clarified that if a member is removed from the GC for any of the grounds laid out in Clause 10.22, they shall automatically be removed from the TIA as well.

Explanation 2. — It is further clarified that the grounds and procedure for removal and termination of membership of a GC member laid out in Clauses 10.22 and 10.23 shall also apply equally to the grounds and procedure for removal and termination of membership from the TIA

Explanation 3. — It is hereby clarified that a member represents an organisation; a natural legal person can't be a member.

- 10.24. **Vacation of seat:** A member of the GC shall be deemed to have vacated its seat if it has, in the opinion of the GC (based on a majority vote), been absent without sufficient cause, from three consecutive meetings of the GC.

- 10.25. Any vacancy arising as above or otherwise shall be filled, as soon as may be, in the same manner in which the member vacating office was elected/ nominated and the

member so elected/ nominated shall hold office for the remaining period in which the vacating member would have held office.

Provided that upon resignation or termination of an elected member, the Secretariat shall call for elections within 5 (five) calendar days of such a position falling vacant and conclude the elections process within 30 (thirty) calendar days of the vacancy.

- 10.26. The GC may require a member to replace its representative in case such representative on the following grounds:
- i. Bringing TIA into disrepute;
 - ii. Abusing their position as to render the representative/organisation's continuation as a member of the GC detrimental to TIA's interest;
 - iii. Acquiring such financial or other interest as is likely to affect prejudicially its functions as a member of the GC;
 - iv. Becoming physically or mentally incapable of acting as a representative in the opinion of the GC;
 - v. Becoming a Politically Exposed Person;
 - vi. Having been convicted of an offence punishable with more than 2 (two) years of imprisonment which involves moral turpitude in the opinion of the GC; or
 - vii. Having been declared as insolvent by a competent court.

Explanation. — It is clarified that the procedure for removal and termination of membership of a GC member laid out in Clauses 10.22 and 10.23 shall also apply equally for requiring any member to replace its representative.

11. **FUNCTIONS OF THE GOVERNING COUNCIL**

The GC shall, *inter alia*, perform the following functions:

- 11.1. Represent the TIA's viewpoint on key issues to the larger community and external stakeholders;
- 11.2. Discuss and formulate the annual strategy plan and key initiatives for the upcoming financial year, setting out potential outcomes and/or expected deliverables, key

milestones, and a target timeline; as well as provide guidance, advice, and direction to execute the yearly strategy plan; and

11.3. Approve policy submissions and government engagements.

11.4. **FUNDING:**

- i. Approve/ reject/ modify the annual budget plan (“**Annual Budget Plan**”) presented by the Treasurer;
- ii. Assist/raise funding and build partnerships for the TIA to strengthen the capacity of the organization, including for grants and projects with external organisations and other sponsorships;
- iii. Approve financial plans and proposals put forth by the Treasurer (with the aid and assistance of the Secretariat);
- iv. Evaluate and approve sponsorship, partnership and other financial proposals that help the GC bring in funds for the functioning of the TIA, MCAA and the FCN Board;
- v. Oversee and approve financial reports prepared periodically;
- vi. Evaluate and determine the entry fee and annual fee payable by the members; and
- vii. Evaluate and undertake actions to open further bank accounts and apply for statutory exemptions and licenses (such as Foreign Contribution (Regulation) Act Registration, Certification under Section 80G of the Income-Tax Act, 1961 etc.), as may be required for the smooth functioning of TIA’s operations.

Explanation. — All fund-raising proposals must be placed before the GC for approval. Such proposals must transparently highlight all the deliverables and expectations from the sponsor/donor.

11.5. **MEMBERSHIP:**

- i. Accept/ reject the decision made by the members of the TIA in terms of their vote as per Clause 8.11 regarding membership applications;
- ii. Accept/ reject proposals for the appointment of Nominated Members to the GC;
- iii. Assist in the hiring of the Alliance Manager and other employees of the Secretariat of the TIA;
- iv. Removing/terminating the membership of an existing Member or a member of the GC, or require a member to replace their representative, in terms of Clauses 10.22-10.26.

11.6. COMMITTEES/ ADVISORY GROUPS

- i. Set up and supervise Committees/ Working Groups/ Advisory Groups for better functioning and operation of the TIA in terms of Clause 19.
- ii. Determine the mandate and tenure of the Committee(s)/ Advisory Group(s).
- iii. Appoint members to the Committee(s)/ Advisory Group(s).
- iv. Accept/ reject the additional terms of participation and funding proposed to be implemented by a Committee(s)/ Advisory Group(s) with respect to Collaborators.

11.7. Ensuring that Annual General Meeting (“**AGM**”) of the members is held every year at such time as the President and/ or Treasurer may fix, but no later than 13 (thirteen) months from the last AGM, whether in person or through video conference;

11.8. Call for an Extraordinary General Meeting (“**EGM**”) when:

- i. upon receiving a requisition made by at least 9 (nine) General Members of the TIA;
- ii. upon receiving an endorsement of a proposal for any amendment to this Charter, or changes to the legal structure of TIA and MCAAs by at least 10 (ten) TIA General Members;
- iii. whenever the GC deems fit.

Explanation. — It is hereby clarified that the AGM and the EGM shall be called by the President and/or the Treasurer.

11.9. Notice and Quorum for the Meetings

In convening meetings, the Notice period and quorum as given hereunder shall be observed:

- i. Annual General Meeting: Notice of at least 30 (thirty) days, and quorum of $\frac{1}{3}$ of the Elected/All Members of the TIA.
- ii. Extraordinary General Meeting: – Notice of at least 21 (twenty-one) days, and quorum of $\frac{1}{3}$ of the Elected/All Members of the TIA.
- iii. Emergency meetings: Notice of at least 2 (two) days, and quorum of $\frac{1}{3}$ of the Elected/All Members of the TIA.

Explanation 1. — The notice for the meetings may be served to the members *via* email.

Explanation 2. Where a meeting could not be held for want of quorum, no quorum will be necessary for the adjourned meeting when it is held on the same day or later.

Explanation 3. — The Alliance Manager shall maintain the minutes of the AGM and the EGM, and shall circulate it within five calendar days from the date of the meeting. The minutes of the meetings shall be confirmed by the GC at the immediate next GC meeting.

- 11.10. Maintain transparency in relation to the affairs of the TIA by, *inter alia*, making available an account of TIA's activities, including financial statements, to the members on a quarterly basis and periodically updating it on TIA's official website;
- 11.11. Constitute the Fact Checking Network Board ("**FCN Board**") to establish a rigorous system for verification of compliance with the FCN Code of Principles and a clear process for responding to the violations thereof.
- 11.12. **SUPERVISION:**
 - i. Provide administrative guidance to the Secretariat, and exercise hiring and team management duties with respect to it;
 - ii. Evaluate and/or suggest any changes to this Charter or to the governing structure or statutory compliances of the TIA or MCAA, as required;
 - iii. Evaluate the performance of the TIA and take corrective action when/where needed; and
 - iv. Perform any other activities necessary to give effect to this Charter and to ensure smooth functioning of TIA, including assisting in troubleshooting challenges and providing support in operations to TIA when/where needed.
- 11.13. All members of the TIA shall comply with the decisions, resolutions and advisories of the GC.
- 11.14. The GC shall keep and shall take reasonable efforts to keep confidential from non-members all details and transactions relating to the state of affairs of the TIA, except as otherwise required to disclose by operation of law. Members of the GC shall

sign separate Non-Disclosure Agreements to this effect.

11.15. The GC will collectively work towards achieving its mission rather than for individual organizations. While there is a likelihood that the TIA will get into transactions with individual members of the TIA, such agreements will be disclosed and made available to the GC. It will also be disclosed in TIA's communications and reports.

11.16. The GC shall have an obligation to act in an impartial manner with respect to decisions regarding the TIA or the Working Groups within the TIA.

12. MEETINGS: FREQUENCY, NOTICE, QUORUM, DECISION MAKING, VOTING, MINUTES

12.1. **Frequency:** The GC will have a minimum of 12 (twelve) meetings in a calendar year, either in person or through video conference ("GC Meeting"). The Members of the TIA shall meet every quarter.

12.2. The gap between two successive GC Meetings should not be more than 50 (fifty) days. If the majority (50% + 1 of members present and voting) of the GC members agree that there is no need for a meeting, the same can be excluded for the relevant month.

12.3. If any GC Meetings are required additionally, over and above as stipulated in Clause 12.1, the President may call for a meeting. Additionally, any member of the TIA or the Secretariat can request the GC to call an emergency meeting of GC, and the President shall take a decision on whether/when to convene the same.

12.4. **Notice:** Notice of the GC meeting along with the agenda shall be circulated by email by the President in conjunction with the Alliance Manager at least 2 (two) weeks prior to the meeting.

Provided that in case of an emergency, the President can dispense with the requirement of two weeks' notice, but he/she shall endeavour to provide notice and agenda of the emergency meeting as early as possible.

- 12.5. **Quorum:** All GC Meetings shall have at least 3 (three) Elected Members, one of whom must be the President and/or Treasurer for quorum. In the absence of the required quorum, the GC Meeting shall be postponed to the next available date upon confirmation on availability from the members required for the quorum.
- 12.6. **Decisions:** The GC will strive for consensus, in absence of which decisions can be taken by a simple majority (50% + 1 of members present and voting), unless provided otherwise in this Charter.

Provided that if the GC is taking a decision which relates to a representative or the member he/ she is representing, such representative will recuse himself/herself from voting thereon.

Provided that no act or proceeding of the GC shall be deemed to be invalid by reason merely of the existence of any vacancy in, or any defect in the constitution of the GC or quorum of a meeting.

- 12.7. The Alliance Manager will be a special invitee for all GC meetings. The GC, by a simple majority (50% + 1 of members present and voting), may choose to invite any TIA members as they deem fit to discuss an item on the agenda. It is clarified that these invitees shall not have any voting powers.
- 12.8. **Minutes:** Minutes of the GC Meeting shall be maintained and circulated by the Alliance Manager within five calendar days from the date of the GC meeting. The minutes of the GC Meetings shall be confirmed by the GC on the immediate next GC meeting.

13. FUNCTIONS AND DUTIES OF THE PRESIDENT

- 13.1. The President, or in his/ her absence the Vice President, shall preside and chair all meetings. The minutes of all GC meetings, AGMs and EGMs shall be maintained by the Chairperson of the meeting, in absence of the Alliance Manager.
- 13.2. The President shall lead the TIA and participate in its running and functioning. He/she

will act as a bridge between the MCAA and the GC (in their role as Board members of the MCAA).

- 13.3. The President shall be the working link between the GC and the Secretariat/Alliance Manager.
- 13.4. The President shall conduct all engagements with the central government or state government or any political party, in the absence of the Spokesperson/ Engagement Coordinator, as far as practicable.
- 13.5. The President shall also exercise such functions and duties as he/she may be empowered with by the GC.

14. FUNCTIONS AND DUTIES OF THE VICE PRESIDENT

- 14.1. The Vice-President shall, when the President is unable to discharge his/ her functions owing to absence, illness or any other cause, discharge his/ her functions until the date on which the President resumes his duties.
- 14.2. The Vice-President shall also, in absence of necessary organisational capacity with the Secretariat, discharge its duties with the aid and assistance of the Treasurer.
- 14.3. The Vice-President shall also exercise such functions and duties as he/she may be empowered with by the GC.
- 14.4. The Vice-President will work closely with the President on all engagements with the central government or state government or any political party, in absence of the Spokesperson/ Engagement Coordinator. He/she will act as a bridge between the FCN Board/DAU and the GC of the TIA.

15. FUNCTIONS AND DUTIES OF THE TREASURER

- 15.1. The Treasurer shall manage all Fees and the monies payable and/or receivable by the TIA, including the ability to operate TIA's Bank Account. If due to certain medical emergencies or other emergencies, the Treasurer is unable to access or operate the TIA

Bank Account, he/she shall authorise the President and/or the Vice-President to do so on a case-by-case basis.

- 15.2. The Treasurer shall sign the annual accounts and other financial statements of the GC.
- 15.3. The Treasurer shall prepare the Annual Budget Plan for the GC's review and approval. Further, the Treasurer shall adopt necessary measures in case actual expenditure exceeds budgetary allocations during the year.
- 15.4. The Treasurer shall manage any/all expenses and outlays in accordance with the Annual Budget Plan as approved by the GC.
- 15.5. The Treasurer shall aid and assist the Vice-President in the discharge of duties of the Secretariat in case of absence of necessary organisational capacity with the Secretariat.
- 15.6. The Treasurer shall provide comprehensive quarterly and annual updates on finances and reports to the members of the TIA. The same shall be uploaded on the TIA's website as appropriate.
- 15.7. The Treasurer shall furnish clear, complete, and accurate accounts of the functioning of the TIA, if sought by any member of the TIA.
- 15.8. The Treasurer shall also exercise such functions and duties as they may be empowered with by the GC.

16. SECRETARIAT AND ITS DUTIES

- 16.1. The Secretariat shall consist of as many personnel as the GC may at their discretion appoint. The Secretariat will be set up keeping in mind its important role in coordinating and enabling the TIA to carry out its mission, while supporting the stakeholders in meeting all their needs.
- 16.2. The Secretariat shall be an administrative body that shall handle day-to-day activities and administration of the TIA, its GC and Committees/ Advisory Groups, and shall

transact all official business in accordance with the decisions of the Office Bearers or the TIA.

- 16.3. The Secretariat shall be headed by the Alliance Manager, as appointed by the GC. The Alliance Manager, who will function in a role equivalent to the Chief Operating Officer of a company, will coordinate with the TIA Members, GC and the Committees/ Advisory Groups to ensure smooth day-to-day functioning of the TIA.
- 16.4. The functions of the Secretariat include but not limited to:
- i. Aiding the President, Vice-President and the Treasurer in discharge of their functions as laid out in this Charter, including in the conduct of elections for the post of Elected Member to the GC, Office Bearers of GC, Nodal Members of the Committees/ Advisory Groups and any other elections as stipulated by this charter;
 - ii. Supervising the execution of the activities and programs approved by the GC and carrying them out in accordance with such approvals;
 - iii. Managing and coordinating all official communications between GC, Committees/ Advisory Groups and the members. The Alliance Manager shall be the working link between the GC and the TIA members. Most of the communication will be in the form of emailers, newsletters, documents, and reports, and the use of social messaging apps;
 - iv. Extending necessary organisational support to the Spokesperson/ Engagement Coordinator;
 - v. Issuing notices/communications, as directed by the GC and Committees/ Advisory Groups;
 - vi. Publicizing, *inter alia*, the following on the TIA's official Portal and website, as well as in periodic communication sent to Members: The GC's composition, decisions, minutes, resolutions and advisories; Annual strategy plan and key events; Request for Proposals issued by the GC; Updates concerning new partners, new initiatives, developments and progress, impact of the TIA's work; important information from the

information ecosystem and partners;

- vii. Organizing all TIA's meetings and events;
- viii. Maintaining organisational documents and records and facilitating access to them;
- ix. Performing any such other activities as may be directed by the GC or the Committees/ Advisory Groups; and
- x. Assisting the Fact Checking Network Board and the DAU with all its functioning and duties.

17. ANNUAL BUDGET AND OUTLAYS

- 17.1. The Treasurer shall prepare the Annual Budget Plan and present it before the GC for approval.
- 17.2. The TIA shall have a separate audited book of accounts, and all income and expenses shall be accurately recorded and duly accounted for.
- 17.3. All the expenditure of TIA and its GC, including any/all expenses in connection with the functioning of the Committees/ Advisory Groups, shall be paid through the TIA Account, presently being maintained at the Kotak Mahindra Bank, Barakhamba Road Branch, Delhi.

Provided that the Treasurer may open other bank accounts as may be required for the smooth functioning of TIA's operations, after the approval of the GC.

- 17.4. In the event, the expenses exceed budgetary allocations as stipulated in the Annual Budget, the GC shall adopt such appropriate measures as decided by a simple majority (50% + 1 of members present and voting).
- 17.5. Every fund-raising proposal for TIA shall require the approval of the GC. Such proposals can be taken up by the GC on its own, or on a proposal by any TIA member.

18. REMUNERATION

- 18.1. The members of the FCN Board shall receive such honorarium and/or allowances and/or fees/remuneration for performing their functions and duties as decided by the GC.

Provided that the representatives of the TIA members appointed to the Board will not be entitled to any remuneration or fee in their individual capacity. However, they may be entitled to reimbursement of traveling, boarding and lodging expenses, if they are travelling from another city to attend the GC meetings and/or perform their functions and duties according to this Charter.

- 18.2. The GC Members (whether Elected Members or Nominated Members) are not entitled to financial compensation for their role on the Council. In subsequent years, depending on the financial situation of the TIA, an honorarium may be paid, subject to the ratification by 2/3rd of the members of all the Members of the TIA present and voting.
- 18.3. The Office Bearers of the TIA are also not entitled to financial compensation for their role as Office Bearers. Any decision to provide an honorarium to the Office Bearers will require the approval of 2/3rd 2/3rd of the members of all the Members of the TIA present and voting, keeping in view finances of the TIA.

19. COMMITTEES/ ADVISORY GROUPS

- 19.1. The TIA may have Committees/ Working Groups/ Advisory Groups for the following areas:

- 19.1.1. Media literacy
- 19.1.2. Technology interventions
- 19.1.3. Advocacy and public policy
- 19.1.4. Any such area that the GC deems necessary

Provided that the GC may notify (or denotify) any Committees/ Working Groups/ Advisory Groups as it deems necessary.

- 19.2. The GC shall, by a simple majority (50% + 1 of members present and voting), define the mandate within which the Committees/ Advisory Group is expected to operate, along with the tenure and nature of membership.
- 19.3. All members of TIA shall have the right to be part of such Committees/ Working Groups/ Advisory Groups, subject to the decision of the GC. At the time of their membership, and after every election, the Members shall indicate their written preferences regarding membership *qua* a particular Committee/ Advisory Group to the GC.
- 19.4. Each Committee/ Advisory Group shall be headed by a member of the Committee/ Advisory Group (“**Nodal Member**”), who shall be elected from amongst the members of the Committee/Working Groups/ Advisory Group.
- 19.5. The Nodal Member shall be responsible for coordinating the Committee’s/ Advisory Group’s activities with the GC for the cohesive functioning of TIA. The Nodal Member can also attend meetings of the GC as a special invitee.
- 19.6. The Alliance Manager will be a special invitee for all the Committees/ Working Groups/ Advisory Group meetings who will be responsible for maintaining the minutes of the meetings in the same manner as specified in Clause 12.8.
- 19.7. The Committees/ Advisory Groups shall have the right to invite any organisation or individual, including non-members of the TIA (“**Collaborator**”), for the purpose of meetings of such sub-committees or for a fixed term (subject to the approval of the GC). It is clarified that the Committees/ Working Groups/ Advisory Groups may decide additional terms for the participation of such Collaborators, subject to the approval of the GC.
- 19.8. The Committees/ Working Groups/ Advisory Groups may also decide on certain funding proposals, subject to the approval of the GC.
- 19.9. The term of the Committees/ Working Groups/ Advisory Groups shall be as decided by the GC keeping into consideration the fulfilment of the purposes of the TIA. It is clarified that this shall not impair the power of the GC to set-up ad-hoc Committees/

Working Groups/ Advisory Groups.

20. EXTERNAL ENGAGEMENT

- 20.1. For any activity requiring external engagement, the GC shall follow the process of issuing a request for proposal (“**RFP**”) as far as practicable. All such RFPs must be adequately publicised to all TIA members, who may apply for the same as long as they meet the eligibility criteria. A transparent mechanism will be followed for reviewing and choosing the most qualified and economically sound execution partner. The GC may modify this policy in the interest of speed and execution on a case-by-case basis.
- 20.2. Every proposal/engagement with any external member (whether by the GC or any Committees/ Working Groups/ Advisory Groups or brought forward by any member) will be evaluated and decided by the GC by a simple majority (50% + 1 of members present and voting).
- 20.3. Any financial proposal involving any external partner will require the consent from the GC.

Conflict of interest

- 20.4. In case the TIA (including the Committees/ Working Groups/ Advisory Groups) or MCAA enters into a financial transaction with any member, such transactions must be mandatorily disclosed to all the TIA members within 14 (fourteen) days or as early as possible. The responsibility of disclosing such a transaction shall be on the GC.
- 20.5. Some members of the TIA, including the GC Members, may stand to benefit financially from certain activities that the GC may undertake. In all such instances, a member-wide RFP will be made, and such decisions will require representatives of such organizations who have submitted a response to the RFP from recusing themselves during the vote, if represented in the GC.

Engagement with other fact-checking networks

- 20.6. The TIA, in pursuance of its mission, will seek to maintain relationships with other fact checking networks such as the IFCN, EFCSN, AFCN and other regional networks

to foster the spirit of learning, knowledge sharing and collaboration.

Engagement with Government or Political Parties

- 20.7. The TIA may engage with the central or state government or any political party for the purpose of, *inter alia*, the following:
- i. Media Literacy Initiatives;
 - ii. PSA initiatives;
 - iii. Subscription to products;
 - iv. Other purposes as the GC may specify by way of a resolution.
- 20.8. The TIA shall not provide editorial assistance, by whatever name called, to the Central Government, State governments or any political party. It is clarified that this does not bar the TIA from becoming a content distribution partner or provide inputs on policy matters/ making policy submissions, for furthering its objectives in good faith.
- 20.9. Any engagement on behalf of TIA with the central government or state government or any political party shall take place through a designated Spokesperson/ Engagement coordinator or in absence, through the President of TIA and assisted by the Vice-President, as far as practicable. In their absence, the Treasurer or any member of the GC shall serve as the point of contact.
- 20.10. Any interaction between GC members and the Government or the political parties involving the TIA needs to be disclosed in advance (wherever possible) or at the earliest to the GC.
- 20.11. TIA's engagement with the Government or any political parties may be called off by the GC on the grounds of apprehension that it may compromise TIA's independence. Such a recommendation to call off the engagement can be taken up by the GC on its own or on a recommendation by any member, and will require vote by simple majority (50% + 1 of members present and voting) of the GC.

Explanation. — “Government” for the purpose of this clause means Parliament of India and the Government and the Legislature of each of the States and all local or other authorities within the territory of India or under the control of the Government of

India.

21. CHANGES TO GOVERNING STRUCTURE

21.1. Any amendment to this Charter, or changes to the legal structure of TIA and MCAA can be taken up by the GC on its own or on an endorsement of a proposal by at least 10 TIA General Members.

21.2. Upon taking a proposal for amendment/change on its own or upon endorsement by at least 10 General Members, the GC shall call an EGM and place the proposal before the General Members within 30 (thirty) days. The approval of every such proposal shall be a simple majority of (50% + 1 of members present and voting) with a quorum of at least 1/3rd General Members.

Provided that notice for the EGM to deal with any proposal for change must be given to all General Members 21 days before the meeting along with an explanatory business for all items on the agenda prepared by the GC.

21.3. Every time this Charter or any governing document is amended, the date of the amendment shall be clearly specified on the document.

22. BREACH OF TRUST

22.1. Where any member of the TIA commits a breach of trust, they shall be liable to make good the loss which the TIA has thereby sustained, unless a Member has been induced by fraud to commit the breach.

23. COMMUNICATION

23.1. All communication to the TIA shall be addressed to .
