

**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 Unit No. 301, Plot No. 9, Third Floor Sector 6 LSC 3, DAV School Dwarka, Delhi-110075.
- 1.2. MCAA’s Board of directors is composed of: (i) Mr. Bharat Gupta [00359248]; (ii) Mr. Anshul Tewari [06535320]; (iii) Mr. Rajneil Rajnath Kamath [07337544]; (iv) Mr. Rahul Shambhu Prasad Namboori [09562945]. The directorship is held in trust and does not indicate actual control, operating power, or profit sharing in any manner. The Elected office bearers of the Governing Council of the Misinformation Combat Alliance (“MCA”) shall become a part of the Board of Directors of the MCAA upon their election, and apply and obtain a DIN number, if need be.
- 1.3. Further, 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.
- 1.4. Any member of the MCA 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 MCA’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 MCA. A position on the MCAA’s board of directors does not confer any additional powers on the director to control the functioning of the MCA.
- 1.5. MCAA has set up Misinformation Combat Alliance (“MCA”) on 24.03.2022 as its representative body to establish a cross industry collaborative effort set up with the objective of combatting and limiting the spread of misinformation through targeted interventions and activities. It is clarified that the MCAA will carry on its activities and discharge its functions as, and through, the MCA in public.

1.6. This document sets out the Charter and Governing Framework of the MCA (“**Charter**”). This Charter supersedes and replaces the existing governing framework of the MCA. On the adoption of this Charter by the existing members of the MCA, the relationship between the MCA 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 MCA and this Charter, this Charter will prevail and be controlling in all respects.

## **2. BACKGROUND**

2.1. Misinformation is eroding trust in media and institutions, creating unrest among different sections and communities of society; putting law, order, and public safety at risk, and is also impacting the health of individuals across the country. This problem cannot be solved by any single person or organization alone. There needs to be a collaborative effort addressing India’s unique predicament to create a more enlightened and aware digital society. The Misinformation Combat Alliance is a cross industry alliance bringing various stakeholders together to fight misinformation and disinformation.

## **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. Scale: Reach every internet user in the country and encourage media literacy so they become discerning citizens.

4.2. Impact: Change the behaviour of users to make them pause, think and question before sharing and amplifying misinformation.

4.3. Advocacy: Initiate and engage in relevant dialogue and discussions with key stakeholders on matters pertaining to the ecosystem.

## **5. SCOPE OF MCA’S ACTIVITIES**

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

### 5.1. Literacy

- 5.1.1. Undertake media literacy, social media literacy, digital safety and other awareness activities through members and partners at scale, aiming to reach every internet user in the country.
- 5.1.2. Partner with key stakeholders and organizations to execute projects related to the information ecosystem.

### 5.2. Innovation

- 5.2.1. Collect data in order to undertake research, analyze trends and publish papers/reports.
- 5.2.2. Develop technologies, tools, and processes to aid in fact checking and verification, therefore curbing the spread of misinformation in furtherance of our mission.

### 5.3. Advocacy

- 5.3.1. Collectively formulate viewpoints on matters of policy, pertaining to the information ecosystem and make representations to the relevant stakeholders.
- 5.3.2. Ignite conversations around the information ecosystem, state of fact checking, media, trust, and society, etc. to initiate public debate through online and offline channels.

### 5.4. Compliance and Sustainability

- 5.4.1. Ensure compliance with all relevant applicable laws, rules & regulations of India.
- 5.4.2. Raise funds to support projects and initiatives that can aid the MCA in its mission.

## **6. HEADQUARTERS**

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

## **7. STRUCTURE OF THE MCA**

- 7.1. Members of the MCA, who may be additionally organised within Committees/ Advisory Groups;

- 7.2. MCA Governing Council (“GC”), including the Elected Members and the Nominated Members;
- 7.3. MCA Full Time Staff, namely the Secretariat, headed by the Alliance Manager;
- 7.4. Collaborators and other external stakeholders who will engage with the MCA and/or its Committees/ Advisory Groups.
- 7.5. In addition, the MCA shall establish the Fact Checking Network Board (“FCN Board”), a self governing body for fact checkers in India.

*Explanation.* — It is hereby clarified that the GC and the Secretariat of the MCA 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 MCA.

## 8. MCA MEMBERS

- 8.1. There shall be two classes of membership in MCA: General Membership and Associate Membership, as described below.
- 8.2. The current General Members of the MCA comprise of organisations, which have participated in the formulation of this Charter and will endorse the Code of Commitment. These General Members are listed in **Schedule A**.
- 8.3. Any future membership to the MCA 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 MCA must agree to, and comply with the ‘Code of Commitment’, as available on the MCA’s website\_
- 8.5. The following type of organisations shall be eligible for becoming a General Member of the MCAs:
  - 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 MCA:

- 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 MCA'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 MCA can fill and submit the application form available on the MCA'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 MCA'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 MCA.
- 8.9. For a membership application to get approved, it must *first*, be recommended by a simple majority of the MCA'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 19<sup>th</sup> of every month shall be sent out by the MCA Secretariat for voting on the 20<sup>th</sup> of every month. The voting on such application(s) shall remain open from the 20<sup>th</sup> of every month till the 30<sup>th</sup> of every month. The voting shall take place through digital means, the tabulation of which will be the responsibility of the MCA Secretariat.

8.11. Once a membership application is recommended by the majority of the existing MCA 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 MCA as well as the objective of combating misinformation.

*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 MCA.

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 30<sup>th</sup> 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 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 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 shall, 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 MCA, 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. MCA 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 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 MCA from amongst themselves by way of General Elections that shall be initiated by the outgoing President, and conducted by the Secretariat every two years.

*Explanation 1.* — Since the MCA currently does not have a Secretariat, the first elections for the GC shall be conducted by the current outgoing President and Vice President, within four months of this Charter coming into force.

*Explanation 2.* — Within the time frame prescribed above, the MCA must endeavour to establish the Secretariat and appoint an Alliance Manager, who can conduct the elections. In case the Secretariat is not set up within the prescribed time frame, then the President may appoint an election officer to conduct the elections.

- 10.3. After the first General Election, every subsequent General Election shall be conducted by the Secretariat at least 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 MCA 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 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 MCA, the members of the GC should ideally represent different sectors, such as industry (fact checkers), academia, and civil society. The MCA shall strive to ensure maximum diversity in representation from the different classes of General Members mentioned in Clause 8.5.

10.8. The MCA will endeavour to have at least one-third women members, i.e. at least 3 members of the total nine members of the GC (7 Elected Members and 2 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 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 MCA. Every document requiring the signature of the MCA must be signed by the designated office-bearer actively discharging duties . Further, all documents signed on behalf of the MCA 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 ten (10) 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 one (1) office-bearer position. The voting shall take place through a secret ballot and the results shall be tabulated by the MCA 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 one (1) 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 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 years of cumulative practical experience in the field of misinformation, 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 MCA 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 2/3<sup>rd</sup> 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 MCA into disrepute;
- ii. Abusing its position as to render his/her continuation as a member of the GC detrimental to MCA'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 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 MCA 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 MCA 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 MCA

*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 calendar days of such a position falling vacant and conclude the elections process within 30 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 MCA into disrepute;
- ii. Abusing their position as to render the representative/organisation's continuation as a member of the GC detrimental to MCA'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 two years of imprisonment which involves moral turpitude in the opinion of the GC;
- 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 MCA’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;
- 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 MCA 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 MCA, 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;
  - 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 MCA'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 MCA 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 MCA;
- 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/ Advisory Groups for better functioning and operation of the MCA 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 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 nine (9) General Members of the MCA;
- ii. upon receiving an endorsement of a proposal for any amendment to this Charter, or changes to the legal structure of MCA and MCAAs by at least 10 MCA 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 days, and quorum of  $\frac{1}{3}$  of the Elected/All Members of the MCA.
- ii. Extraordinary General Meeting: – Notice of at least 21 days, and quorum of  $\frac{1}{3}$  of the Elected/All Members of the MCA.
- iii. Emergency meetings: Notice of at least 2 days, and quorum of  $\frac{1}{3}$  of the Elected/All Members of the MCA.

*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 MCA by, *inter alia*, making available an account of MCA's activities, including financial statements, to the members on a quarterly basis and periodically updating it on MCA'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 MCA or MCAA, as required;
- iii. Evaluate the performance of the MCA and take corrective action when/where needed;
- iv. Perform any other activities necessary to give effect to this Charter and to ensure smooth functioning of MCA, including assisting in troubleshooting challenges and providing support in operations to MCA when/where needed.

11.13. All members of the MCA 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 MCA, 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 MCA will get into transactions with individual members of the MCA, such agreements will be disclosed and made available to the GC. It will also be disclosed in MCA's communications and reports.



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

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

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

12.2. The gap between two successive GC Meetings should not be more than 50 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 MCA 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 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 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 MCA 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 MCA 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 and the GC of the MCA.

#### **15. FUNCTIONS AND DUTIES OF THE TREASURER**

- 15.1. The Treasurer shall manage all Fees and the monies payable and/or receivable by the MCA, including the ability to operate MCA's Bank Account. If due to certain medical emergencies or other emergencies, the Treasurer is unable to access or operate the MCA 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 MCA. The same shall be uploaded on the MCA's website as appropriate.
- 15.7. The Treasurer shall furnish clear, complete, and accurate accounts of the functioning of the MCA, if sought by any member of the MCA.
- 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 MCA 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 MCA, its GC and Committees/ Advisory Groups, and shall transact all official business in accordance with the decisions of the Office Bearers or the MCA.
- 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 MCA Members, GC and the Committees/ Advisory Groups to ensure smooth day-to-day functioning of the MCA.
- 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 MCA 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 MCA'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 MCA's work; important information from the information ecosystem and partners..
- vii. Organizing all MCA'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.
- x. Assisting the Fact Checking Network Board 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 MCA 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 MCA and its GC, including any/all expenses in connection with the functioning of the Committees/ Advisory Groups, shall be paid through the MCA 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 MCA'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 MCA 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 MCA 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 MCA 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 MCA, an honorarium may be paid, subject to the ratification by 2/3<sup>rd</sup> of the members of all the Members of the MCA present and voting.

18.3. The Office Bearers of the MCA 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 2/3<sup>rd</sup> 2/3<sup>rd</sup> of the members of all the Members of the MCA present and voting, keeping in view finances of the MCA.

## 19. COMMITTEES/ ADVISORY GROUPS

19.1. The MCA may have Committees/ 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/ 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 MCA shall have the right to be part of such Committees/ 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/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 MCA. 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/ 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 MCA ("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/ Advisory Groups may decide additional terms for the participation of such Collaborators, subject to the approval of the GC.
- 19.8. The Committees/ Advisory Groups may also decide on certain funding proposals, subject to the approval of the GC.
- 19.9. The term of the Committees/ Advisory Groups shall be as decided by the GC keeping into consideration the fulfilment of the purposes of the MCA. It is clarified that this shall not impair the power of the GC to set-up ad-hoc Committees/ 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 MCA 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/ 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 MCA (including the Committees/ Advisory Groups) or MCAA enters into a financial transaction with any member, such transactions must be mandatorily disclosed to all the MCA members within 14 days or as early as possible. The responsibility of disclosing such a transaction shall be on the GC.

20.5. Some members of the MCA, 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 MCA, 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 MCA 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 MCA 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 MCA 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 MCA 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 MCA 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 MCA needs to be disclosed in advance (wherever possible) or at the earliest to the GC.

20.11. MCA'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 MCA'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 MCA and MCAA can be taken up by the GC on its own or on an endorsement of a proposal by at least 10 MCA 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 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 1/3<sup>rd</sup> 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 MCA commits a breach of trust, they shall be liable to make good the loss which the MCA has thereby sustained, unless a Member has been induced by fraud to commit the breach.

## **23. COMMUNICATION**

23.1. All communication to the MCA shall be addressed to \_\_\_\_.

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## **ELIGIBILITY FOR JOINING**

1. Minimum years of existence 3 years
2. Can only be a private company, LLP, partnership, foundation, trust or Section 8 not-for-profit organization,
3. Should be from media, fact checking, technology, research, academia or other related areas
4. There should be a proposer and seconder as the first level during the application process