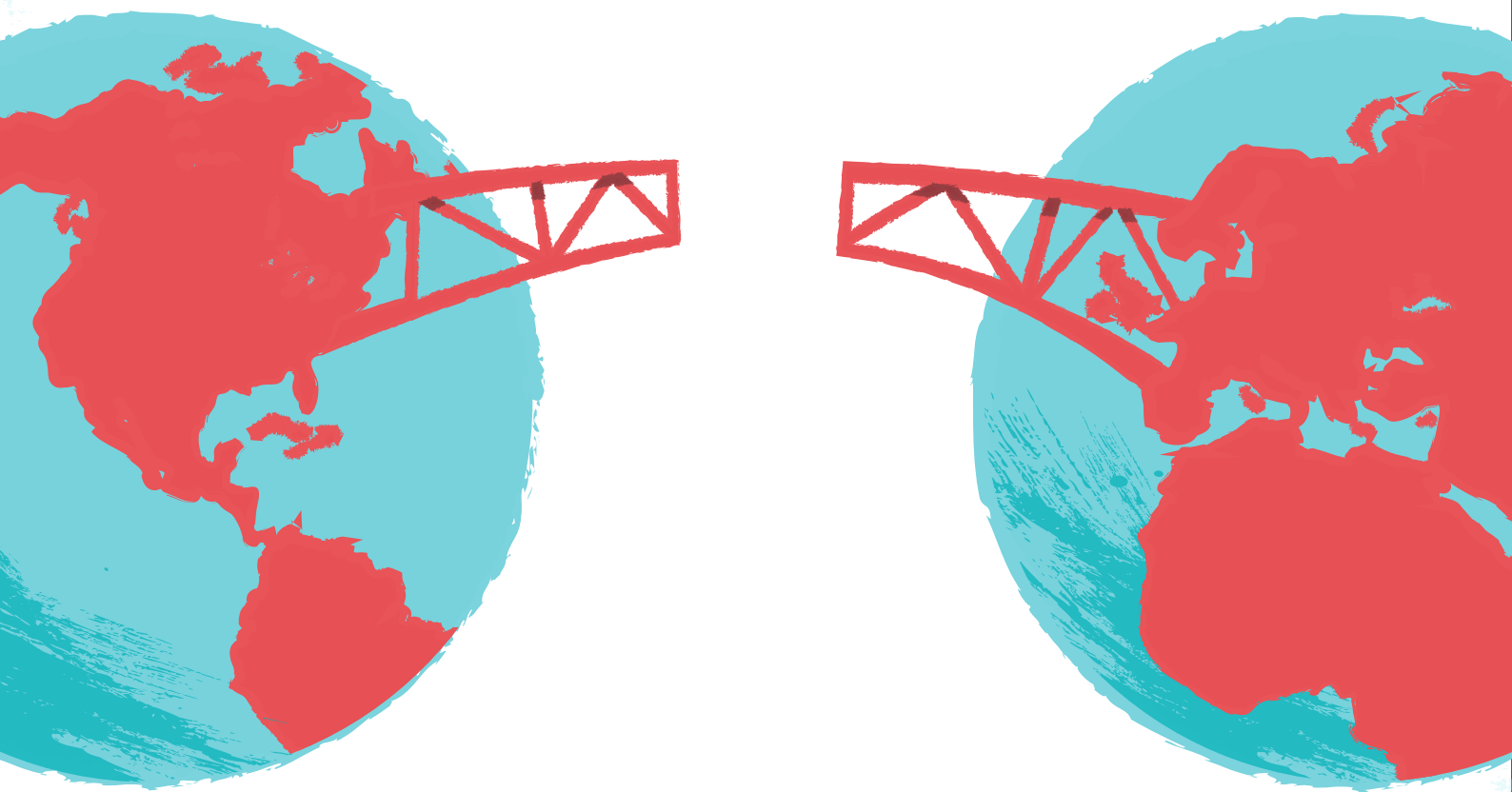




# **BUILDING BRIDGES**

## FOR A PROSPEROUS TOMORROW



T H E   C H A R T E R   C O N S T I T U T I O N



# GROW AND LET GROW

**T**he need of the hour is a helping hand that can repair, restore, and rejuvenate the human spirit. Yes, there are samaritans. But either they are operating in isolation or their voices are very feeble. These change agents need reinforcement.

Also, the youth need a platform for building their capacities. they need an ecosystem to test their capabilities. Though we have thousands of Self-Help groups and NGOs, this huge resource remains untapped.

## LET US RELOOK AT THE ECOSYSTEM

There is no dearth of opportunities in the ecosystem. However, we need to look closely and identify the missing pieces. Visionary, strategic blueprint and excellence in execution - our ecosystem falls short in these three aspects.

This is your chance to fill up the need-gap.

Awaken the Philanthropist in you.

**WITH GDP CHARTER.**



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## 01

## GDP FOUNDATION

GDP Foundation (Growth & Development Platform) is one of its kind Trust. This Trust is a spiritual, intellectual, emotional and social culmination of various initiatives undertaken by our decade-old consulting firm Ideaz Unlimited.

Ideaz Unlimited is an enterprise that gave Goa many firsts to cherish. Some of them are:

- Goa's first Goa CSR Awards – 2008
- HOPE - an initiative to revive Goan artists and art forms - 2012
- 364 Days of Transformation Awards - 2016

GDP Foundation aims at promoting cultural collaboration and to speed up working of community services in creating social start-ups, entrepreneurs fueled with instruments of CSR and philanthropy.

Our focus is clear - building a business ecosystem for Goan youth and Divyangs. And we have delivered on all fronts. Explains why community, corporates, association and Government trust us.

Registered on 19th July 2019, our 9-month old Trust has three verticals under it.

- **SPEED: Social platform for Engagement & Entrepreneurship Development**
- **CSR INCUBATOR: Research & Consultancy in CSR**
- **HOPEKART: Mega socio-economic interventions**

#### GDP'S IMPRESSIVE TRACK RECORD

1. Built 5 social startups using social systems delivery, a unique method indigenously designed by GDP Foundation
2. Launched first of its kind Foundation Course in Palliative Care in collaboration with Pallium India and Dilasa in which 53 Goan UG students successfully qualified
3. Creating an Entrepreneurship cell for Divyang in collaboration with Sanjay School
4. NGO assessment and development instrument is almost complete
5. Invited by Goa University & Directorate of Higher Education invited as a Strategic Partner for SBSI – Swachh Bharat Student Internship programme which covers 28 colleges

# 02

## TRUSTEES



**MR. KISHORE M SHAH: MANAGING TRUSTEE**  
**DIRECTOR – IDEAZ UNLIMITED**

Mr. Kishore is B.E. (Electrical)(Hons), PGD-HRM, PGD-Org. Studies, CPBA, Talent Analyst - Chally (Ohio).

He has worked with Wipro Lighting, PRI-UK and CMS Computers. He has been a Talent Analyst & OD Consultant with various MNCs, World Bank projects, NGOs and Government Institutions. He has undertaken projects in India, Asia Pacific & Europe.

Mr. Kishore holds the Limca Book of record for Literature. He has authored the book "364 days of Transformation". He was awarded the Business Goa Corporate Excellence award.



**MR. AMEYA SALATRY : TRUSTEE**  
**FOUNDER – LEGAL MINDS LLP**

Mr. Ameya is a graduate from the prestigious Indian Law Society's Law College, Pune and holds dual masters from the University of Mumbai, Mumbai and the Chicago-Kent College of Law, Chicago, United States.

His wide array of practice, includes complex Corporate and Civil Litigation, Restructuring, Financial and Commercial Disputes, M&A and Real Estate/Conveyance matters.

He has worked for over a decade in India, USA and the Middle East.



**CA SANDESH PRABHUKHANOLKAR - TRUSTEE**  
**FOUNDER – KPT & ASSOCIATES LLP**

Mr. Sandesh became a Chartered Accountant from the Institute of Chartered Accountants of India, New Delhi in May 2014 at the age of 23. He has completed B.com from Garware College of Commerce, Pune with distinction. He has also completed M.com from the University of Pune.

He has worked with NASDAQ listed American multinational company and specializes in "Financial Planning & Analysis" with exposure to global clients.



**MR. PARAG VELUSKER - TRUSTEE**  
**SR. HR PROFESSIONAL**

Mr. Parag is a law graduate with a Masters in Business Administration. He has worked with Sanofi, Bosch, Manipal Hospitals Group at senior HR positions. Presently he heads the HR function at Kineco.

He has a keen interest in the social cause through CSR & various socio-cultural activities.



# 03

## PARTNERS



Demerg Systems is a global company and provides IT solutions to establishments around the world. It does not matter how big or small your problem is. Demerg Systems does whatever it takes to design the most optimum and cost-effective solution.

Formed in 2004, Demerg Systems provides IT services that are complemented by its excellent enterprise support.

Having established a strong competence in Web, eCommerce, Softwares & Document Digitization, Demerg Systems now focuses on Manufacturing Automation, Mobile and IoT solutions.

Internship Station is a smart platform that creates a dynamic environment between the students, companies & educational services. The purpose of the platform is to facilitate students' engagement and bridge the gap between the students' skill-set & the industry requirements.

This platform organically collects information that the industry seeks such as Corporate trends & favored skills insight. It then feeds it to the colleges so that they can prepare their students to match the needs of the industry.



Goa Bylane is Goa's very own Art, Culture & Lifestyle eChannel aimed at the welfare of Goan Communities. This channel aims to inspire, inform and entertain travelers by revealing to them the unseen hinterland of Goa. It is an invite to travel to the heart of picturesque Goa, discover the hidden jewels, meet interesting personalities, be a part of Goa's age-old celebrations, get enthralled by the traditional occupations of the region, visit incredible places and find amazing things to do when in Goa.

In this process, Goa Bylane aims to give Goa's local communities a platform to enhance their livelihood. Helping Goan Communities grow by revealing them to the world, that's the aim of Goa Bylane.

# 04

## MANDATORIES

### THE MANDATORIES CONSTITUTE OF FOUR PARTS

1. Constitution & Bylaws
2. License to use trademark
3. Draft of Trust Deed
4. Operational SOP

Should you have any questions or need clarifications,  
send an email to our trustees:

**Ameya Salatry:** [ameya.salatry@legalminds.co.in](mailto:ameya.salatry@legalminds.co.in)  
**Sandesh Prabhukhanolkar:** [casandeshprabhu@gmail.com](mailto:casandeshprabhu@gmail.com)





## **01. CONSTITUTION AND BY-LAWS**

### **Financial Year 2020-21**

## STANDARD CHARTER CONSTITUTION

### ARTICLE I Name

The name of this organization shall be GDP Charter \_\_\_\_\_, chartered by, and under GDP FOUNDATION.

### ARTICLE II Purposes

- i. To build a global community for building awareness, action for “Welfare Based Development”.
- ii. To create state of art facilitative ecosystem for youth, SHG, NGO, Industries, Business firms in “Making social systems work”.
- iii. To bring thought, purpose, value in large CSR consulting projects .
- iv. To help stimulate positive forces for building “Social Entrepreneurship /Start upsStartups , integrating under graduates, SHG, NGO’s, the Trust’s pillar – SPEED will be the guiding force.
- v. To provide, facilitate “Thoughtful, Purposeful CSR by extending CSR consulting services through the Trust” second pillar – CSR INCUBATOR.
- vi. To design ,experimentdesign, experiment large scale community involvement, Hackathons to provide “Simple, ,Smart, Superior “ platforms for generating cost effective , value added solutions , which is supported by the Trust’s third vertical “HOPE-KART”.
- vii. To host GDP talks in real /virtual world with a aim build a repository of selectof select , curated research articles , talks of ordinary people doing extra ordinary social development work, unfolding last by- lanes of our rich varied culture , practices through “GDP TALKS” which represents , building a storehouse of knowledge and skills in Social Entrepreneurship , CSR , Large scale community inclusive interventions with the professional rigourrigor of science and philosophy.
- viii. To strengthen the “sustainability: and healthy interdependency amongst communities worldcommunities wideworldwide for “Welfare Based DevelopedDevelopment” .
- ix. Drawing the attention of Philanthropists ,chief Philanthropists, chief executives of different organisationsorganizations, agencies and government departments and solicit their support , sponsorship, funding, donations.
- x. In addition to the above, any other objectives pertaining to the development of youth, SHGyouth, SHG /NGO’s and CSR will be taken up by the GDP Foundation and its Charters.
- xi. The Charter is a non- political professional body and its objectives will cover all people irrespective of their caste, creed, sex and/or religion.

### ARTICLE III Membership

**Section 1. ELIGIBILITY FOR CHARTER MEMBERSHIP.** Subject to the provisions of Article I of the by-laws, any person of legal majority and good moral character and good reputation in his/her community, may be granted membership in this GDP CHARTER. Wherever the male gender or pronoun presently appear in this constitution and by-laws, it shall be interpreted to mean both male and female persons.

**Section 2. MEMBERSHIP BY INVITATION.** Membership in this GDP CHARTER shall be acquired by invitation/Application only. Nominations shall be made by a member in good standing who shall act as sponsor, and be submitted to the membership chairperson or the CHARTER secretary, who, after investigation by the membership committee, shall submit the same to the board of directors. If approved by a majority of said board, the prospect may then be invited to become a member of this CHARTER. A properly filled out membership form duly signed, as well as, the entrance fee and dues must be received by the secretary before the member is reported to and officially recognized by the association as a GDP member.

**Section 3. FORFEITURE OF MEMBERSHIP.** Any member may be expelled from the CHARTER for cause by a two-thirds vote of the entire board of directors. Upon removal from this CHARTER, any and all right to use the name “GDP,” the emblem and other insignia of this CHARTER and this association shall be forfeited. This CHARTER shall remove members whose conduct has been deemed a violation of the International Constitution and By-Laws and Board Policy and unbecoming a GDP by the International Office or otherwise face charter cancellation.

## ARTICLE IV Emblem, Trademarks, Colors

Section 1. **EMBLEM AND TRADEMARK.** The emblem of this association and each chartered CHARTER shall be of a design as follows:

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Section 2. **USE OF NAME AND EMBLEM.** Use of the name, goodwill, emblem and other logos of the association shall be according to the guidelines established from time to time in the by-laws.

Section 3. **COLORS.** The colors of this association and of each chartered CHARTER shall be purple and gold.

## ARTICLE V Supremacy

The Standard Form CHARTER Constitution/Trust Deed and By-Laws shall govern the CHARTER unless otherwise amended so as not to conflict with the district (single, sub- or multiple) and International Constitution & By-Laws and policies of GDP CHARTERS International. Whenever there may exist a conflict or a contradiction between the provisions set out in the CHARTER constitution and by-laws and the district (single, sub- and multiple) constitution and by-laws, the respective district constitution and by-laws shall govern. In addition, whenever there may exist a conflict or a contradiction between the provisions set out in the CHARTER constitution and by-laws and the international constitution and by-laws or board policy, the international constitution and by-laws and board policy shall govern.

## ARTICLE VI CHARTER Size

A GDP CHARTER should strive to maintain minimum members as specified below

Member type	Minimum
FOUNDER	1 settler, 2 trustees
CIM- Corporate Institutional	1
IML- Individual Life	2
CSN- Charitable, Societies, Ngo	2
PM –Professional	4
Student	10

The founders should ensure that Trust formation is prerequisite and recognition of Charter will be subject to Trust formation and onboard of minimum of minimum members within 2 months of Trust formation

Formation of Trust is the most essential prerequisite and mandatory for recognition of a CHARTER. The founders of the CHARTER are responsible for completing all the formalities requiring formation and registration of a trust.

The Founders shall further ensure that required minimum members are onboard within 2 months of formation of the Trust.

## ARTICLE VII Officers

Section 1. **OFFICERS.** The officers of this CHARTER shall be a president, immediate past president, the vice president(s), secretary, treasurer, service chairperson, marketing communications chairperson and-membership chairperson.

Section 2. **REMOVAL.** Any officer of this CHARTER may be removed from office for good cause by two-thirds (2/3) vote of the entire CHARTER membership by giving a reasonable opportunity to be heard prior to removal.

**ARTICLE VIII**  
**Board of Directors**

Section 1. **MEMBERS.** The members of the board of directors shall be officers, if so designated, and all other elected directors and/or chairpersons.

Section 2. **QUORUM.** The presence in person of a majority of the directors shall constitute a quorum at any meeting of the board of directors. Except as otherwise specifically provided, the act of a majority of the directors present at any meeting of the board shall be the act and decision of the entire board of directors.

Section 3. **DUTIES AND POWERS.** In addition to those duties and powers, express and implied, set forth elsewhere in this constitution and by-laws, the board of directors shall have the following duties and powers:

- (a) It shall constitute the executive board of this CHARTER and be responsible for the execution, through the CHARTER officers, of the policies approved by the CHARTER. All new business and policy of this CHARTER shall be considered and shaped, first, by the board of directors for presentation to and approval by the CHARTER members at a regular or special CHARTER meeting.
- (b) It shall authorize all expenditures and shall not create any indebtedness beyond the current income of this CHARTER, nor authorize disbursement of CHARTER funds for purposes inconsistent with the business and policy authorized by the CHARTER membership.
- (c) It shall have power to modify, override or rescind the action of any officer of this CHARTER.
- (d) It shall have the books, accounts and operations of this CHARTER audited annually or, in its discretion, more frequently and may require an accounting or have an audit made of the handling of any CHARTER funds by any officer, committee or member of this CHARTER. Any member of this CHARTER in good standing may inspect any such audit or accounting upon request at a reasonable time and place.
- (e) It shall appoint, on recommendation of the finance committee, a bank or banks for the deposit of the funds of this CHARTER.
- (f) It shall appoint the surety for the bonding of any officer of this CHARTER.
- (g) It shall not authorize, nor permit, the expenditure, for any administrative purpose, of the net income of projects or activities of this CHARTER by which funds are raised from the public.
- (h) It shall submit all matters of new business and policy to the respective standing or special CHARTER committee for study and recommendation to the board.

It shall maintain at least two (2) separate funds governed by generally accepted accounting practices. The first fund to record administrative monies such as dues, tail twisting fines and other internally raised CHARTER funds. A second fund shall be established to record activity or public funds raised by asking support from the public. Disbursement from such funds shall be in strict compliance with Section (g) of this article.

**ARTICLE IX**  
**CHARTER Branch Program**

Section 1. **BRANCH FORMATION.** CHARTERS may form branches to permit the expansion of GDP vision into locations where and when circumstances do not support the formation of a charter. The branch shall meet as a subsidiary of the parent CHARTER and shall conduct service activities in its community.

Section 2. **MEMBERSHIP IN PARENT CHARTER.** The members of the branch shall be granted membership in the parent CHARTER. Membership shall be in one of the categories listed in Article I of the By-Laws.

Section 3. **FUNDRAISING.** Activity or public welfare monies raised by the branch by asking for public support shall be held in a fund established to record such purpose. They shall be distributed in the branch community unless otherwise specified. The board of directors of the CHARTER branch may authorize the parent CHARTER treasurer to countersign checks.

Section 4. **DESIGNATED CHARTER BRANCH FUNDS.** In the event of dissolution of the CHARTER branch, any remaining CHARTER branch designated funds shall be returned to the parent CHARTER. In the event the CHARTER branch is converted into a newly chartered CHARTER, any remaining funds designated as CHARTER branch funds shall be transferred to the newly chartered CHARTER.

Section 5. **DISSOLUTION.** The branch may be disbanded by a majority vote of the entire CHARTER membership of the parent CHARTER.

**ARTICLE X**  
**CHARTER Funds**

Section 1. **PUBLIC (ACTIVITY) FUNDS.** All funds raised from the public must be returned to public use, including money accumulated from invested public funds. The only deductions that may be made from the activity account are the direct operating expenses of the fundraising activity. Money accumulated from interest must also be returned to public use.

Section 2. **ADMINISTRATIVE FUNDS.** Administrative funds are supported through contributions from members through dues, fines and other individual contributions.

## **ARTICLE XI Amendments**

Section 1. **AMENDING PROCEDURE.** This constitution may be amended at any regular or special meeting of this CHARTER, at which a quorum is present, by the affirmative vote of two-thirds (2/3) of the members present in person and voting, provided that the board has previously considered the merits of the amendments.

Section 2. **NOTICE.** No amendment shall be put to vote, unless written notice, stating the proposed amendment shall have been published to the member through regular post or electronic means, or delivered personally to each member of this CHARTER at least fourteen (14) calendar days prior to the meeting at which the vote on the proposed amendment is to be taken.

## **BY-LAWS**

### **ARTICLE I Membership**

Section 1. **MEMBERSHIP CATEGORIES.**

- (a) **ACTIVE:** A member entitled to all rights and privileges and subject to all obligations which membership in a GDP CHARTER confers or implies. Without limiting such rights and obligations, such rights shall include eligibility to seek, if otherwise qualified, any office in this CHARTER, district or association and the right to vote on all matters requiring a vote of the membership; and such obligations shall include regular attendance, prompt payment of dues, participation in CHARTER activities and conduct reflecting a favorable image of this GDP CHARTER in the community. As provided in the Family Membership Program criteria, qualifying family members shall be Active Members and be entitled to all rights and privileges thereof. As provided in the Student Member Program criteria, qualifying student, former Leo and young adult members shall be Active Members and be entitled to all rights and privileges thereof. This membership category shall be included in the CHARTER delegate formula calculation.
- (b) **MEMBER-AT-LARGE:** A member of this CHARTER who has moved from the community, or because of health or other legitimate reason, is unable regularly to attend CHARTER meetings and desires to retain membership in this CHARTER, and upon whom the board of directors of this CHARTER desires to confer this status. This status shall be reviewed each six months by the board of directors of this CHARTER. A Member-at-Large shall not be eligible to hold office or to vote in district or international meetings or conventions, but shall pay such dues as the local CHARTER may charge, which dues shall include district and international dues. This membership category shall be included in the CHARTER delegate formula calculation.
- (c) **HONORARY:** An individual, not a member of this GDP CHARTER, having performed outstanding service for the community or this GDP CHARTER, upon whom this CHARTER desires to confer special distinction. This CHARTER shall pay entrance fees and international and district dues on such a member, who may attend meetings, but shall not be entitled to any privileges of active membership. This membership category shall not be included in the CHARTER delegate formula calculation.
- (d) **PRIVILEGED:** A member of this CHARTER who has been a GDP fifteen or more years, who, because of illness, infirmities, advanced age or other legitimate reason, as determined by the board of directors of this CHARTER, must relinquish his/her active status. A Privileged Member shall pay such dues as the local CHARTER may charge, which dues shall include district and international dues. He/she shall have the right to vote and be entitled to all other privileges of membership except the right to hold CHARTER, district or international office. This membership category shall be included in the CHARTER delegate formula calculation.
- (e) **LIFE MEMBER:** Any member of this CHARTER who has maintained Active membership as a GDP for 20 or more years and has rendered outstanding service to this CHARTER, his/her community, or this association; or any member who is critically

ill; or any member of this CHARTER who has maintained such active membership for 15 or more years and is at least 70 years of age may be granted Life Membership in this CHARTER upon:

- (1) recommendation of this CHARTER to the association,
- (2) payment to the association of INR-----, or its equivalent in the respective national currency, by this CHARTER in lieu of all future dues to the association.

A Life Member shall have all privileges of active membership so long as he/she fulfills all obligations thereof. A Life Member who desires to relocate and receives an invitation to join another GDP CHARTER shall automatically become a Life Member of said CHARTER. Nothing herein shall prevent this CHARTER from charging a Life Member such dues as it shall deem proper. Former GDPess members, who are now Active members of their GDP CHARTERs or who become Active members of a GDP CHARTER on or before October 26, 2020, may apply all of their prior GDPess service toward Life membership eligibility. GDPess members who become Active members of a GDP CHARTER after June October 26, 2020, will not be eligible for GDPess service credit for the purposes of Life membership eligibility. This membership category shall be included in the CHARTER delegate formula calculation.

- (f) **ASSOCIATE MEMBER:** A member who holds his/her primary membership in another GDP CHARTER but maintains a residence or is employed in the community served by this CHARTER. This status may be conferred by the invitation of the board of directors and shall be reviewed annually. The CHARTER shall not report an Associate Member on its Membership and Activities Report.

An Associate Member may be eligible to vote on CHARTER matters, at meetings where he/she is present in person, but may not represent the CHARTER as a delegate at district (single, sub-, provisional and/or multiple) or international conventions. He/she shall not be eligible to hold CHARTER, district or international office, nor district, multiple district or international committee assignments through this CHARTER. International and district (single, sub-, provisional and/or multiple) dues shall not be assessed on the Associate; PROVIDED, however, nothing shall prevent this CHARTER from assessing an Associate such dues as it shall deem proper. This membership category shall not be included in the CHARTER delegate formula calculation.

- (g) **AFFILIATE MEMBER:** A quality individual of the community who currently is not able to fully participate as an Active member of the CHARTER but desires to support the CHARTER and its community service initiatives and be affiliated with the CHARTER. This status may be conferred by the invitation of the CHARTER's board of directors.

An Affiliate Member may be eligible to vote on CHARTER matters at meetings where he/she is present in person, but may not represent the CHARTER as a delegate at district (single, sub, provisional, and/or multiple) or international conventions.

He/she shall not be eligible to hold CHARTER, district or international office, nor district, multiple district or international committee assignment. An Affiliate Member shall be required to pay district, international and such dues as the local CHARTER may charge. This membership category shall be included in the CHARTER delegate formula calculation.

Section 2. **GOOD STANDING.** Any member who fails to pay any indebtedness due this CHARTER within thirty (30) days after receipt of written notice from the secretary shall forfeit his/her good standing and shall so remain until such indebtedness is paid in full. Only members in good standing may exercise the voting privilege and hold office in this CHARTER.

Section 3. **DUAL MEMBERSHIP.** No person shall simultaneously hold membership, other than honorary or associate, in this and any other GDP CHARTER.

Section 4. **RESIGNATIONS.** Any member may resign from this CHARTER, and said resignation shall become effective upon acceptance by the board of directors. The board may withhold acceptance, however, until all indebtedness has been paid and/or all CHARTER funds and property have been returned. All right to the use of the name "GDP," the emblem and other insignia of this CHARTER and the association cease when membership is terminated.

Section 5. **REINSTATEMENT OF MEMBERSHIP.** Any member dropped from membership in good standing may be reinstated by the CHARTER's board of directors, and will retain their prior GDP service record as part of their total GDP service record. Members that have been dropped from membership for more than twelve (12) months must be approved in accordance with Article III, Section 2 of the Constitution.

Section 6. **TRANSFER MEMBERSHIP.** This CHARTER may grant membership on a transfer basis to one who has terminated or is terminating his/her membership in another GDP CHARTER, provided that a member is in good standing at the time of transfer requested. If more than twelve (12) months have elapsed between termination of his/her membership in another CHARTER and submittal of completed transfer member form or current membership card, he/she may acquire membership in this CHARTER only under the provisions of Article III, Section 2 of the Constitution. Members that wish to transfer from this CHARTER to another CHARTER must submit a transfer form to be completed by the Secretary. The Secretary is obligated to complete transfer form without delay unless the board of directors is withholding acceptance of the member's resignation and transfer due to the



member's financial indebtedness to the CHARTER and/or failure to return any CHARTER funds or property.

Section 7. **FAILURE TO PAY.** The secretary shall submit to the board of directors the name of any member who fails to pay any indebtedness due this CHARTER within 60 days after receipt from the secretary of written notice. The board shall thereafter decide whether the member shall be dropped from or retained on the roster.

Section 8. **ATTENDANCE AND PARTICIPATION.** The CHARTER shall encourage regular participation in CHARTER meetings and activities.

## **ARTICLE II**

### **Elections and Filling Vacancies**

The officers of this CHARTER, excluding the immediate past president, shall be elected as follows:

Section 1. **ANNUAL ELECTION.** Subject to the provisions of Sections 7 and 8 of this Article, all officers and members of the board, other than directors, shall be elected annually and shall take office on July 1<sup>st</sup>, and shall hold office for one year from that date, or until their successors shall have been elected and qualified. The Secretary shall promptly report the newly elected officers to the International Office within 15 days of the election.

Section 2. **DIRECTORS ELECTION.** One-half of the directors shall be elected annually and shall take office on the July 1<sup>st</sup> next following their election, and shall hold office for two (2) years from that time, or until their successors shall have been elected and qualified, with the exception that at the first election held after the adoption of this constitution and by-laws, one-half of the directors shall be elected for two year terms and the other one-half of the directors shall be elected for one year terms.

Section 3. **ELIGIBILITY FOR OFFICE.** No person shall be eligible to hold office in this CHARTER unless he/she is an active member in good standing.

Section 4. **NOMINATING COMMITTEE.** The president shall appoint a nominating committee which shall submit the names of candidates for the various CHARTER offices to the CHARTER at the nomination meeting. At this meeting, nominations for all offices to be filled in the succeeding year may also be made from the floor.

Section 5. **NOMINATION MEETING.** A nomination meeting shall be held in March of each year or as determined by the board of directors, with the date and place of such meeting to be determined by the board of directors. Notice of the meeting shall be published by regular post or electronic means or by personal delivery to each member of this CHARTER at least fourteen (14) calendar days prior to the date of the meeting.

Section 6. **ELECTION.** An election shall be held in April or as determined by the board of directors, at a time and place determined by the board of directors. Notice of the election shall be published by regular post or electronic means or by personal delivery to each member of the CHARTER at least fourteen (14) calendar days prior the date of the election. Such notice shall include the names of all nominees approved at the preceding nomination meeting, and, subject to Section 3 above, a statement that these nominees will be voted upon at this election. No nominations may be made from the floor at the election.

Section 7. **BALLOT.** The election shall be conducted by a secret written ballot by those present and qualified to vote.

Section 8. **VOTES REQUIRED.** The officer candidate is required to secure a majority of the votes cast by the CHARTER members present and voting in order to be declared elected; for purpose of such election, a majority is defined as a number more than one-half of the total valid votes cast excluding blanks and abstentions. If, on the first ballot, and subsequent ballots, no candidate receives a majority, the candidate or tied candidates receiving the lowest number of votes shall be eliminated and balloting shall continue until one candidate receives a majority. In case of a tie on any ballot, balloting shall continue on the tied candidates until one is elected.

Section 9. **NOMINEE UNABLE TO SERVE.** If in the interim between the nomination meeting and the election meeting any nominee is unable for any reason to serve in the office to which he/she was nominated and for which office there was no other nominee, the nominating committee shall submit, at the election meeting, names of additional nominees for that office.

Section 10. **VACANCY.** If the office of president or of any vice president shall become vacant for any reason, the vice presidents shall advance in office, according to their rank. In the event such provision for advancement shall fail to fill the office of president, or any office of vice president, the board of directors shall thereon call a special election, giving each member in good standing prior fourteen (14) calendar days' notice of the time and place, which time and place shall be determined by said board, and such office shall be filled at said election meeting.

In the event of a vacancy in any other office, the board of directors shall appoint a member to fill the unexpired term.

In the event vacancies shall be of such number as to reduce the number of directors to less than the number required for a quorum, the membership of the CHARTER shall have power to fill such vacancies by an election held at any regular meeting of the CHARTER upon prior notice, and in the manner, specified in Section 11 hereinafter. Such notice may be given by any remaining officer or director, but if none, then by any member.

Section 11. **REPLACEMENT OF OFFICERS-ELECT.** In the event any officer-elect, before his/her term of office commences, is unable or refuses for any reason to serve therein, the president may call a special nomination and election meeting to elect a replacement for such officer elect. Fourteen (14) calendar days prior notice of such meeting, setting forth the purpose, time and place shall be given to each member, by mail or personal delivery. The election shall be held immediately after nominations have been closed and a plurality vote shall be necessary for election.

### **ARTICLE III Duties of Officers**

Section 1. **PRESIDENT.** The responsibilities for this position shall be as follows:

- (a) Serve as chief executive officer for this CHARTER.
- (b) Preside at all meetings of the board of directors of this CHARTER.
- (c) Chair the CHARTER Global Action Team and ensure the following:
  - (1) Ensure the election of qualified GDP leaders for the position of CHARTER service chairperson, CHARTER membership chairperson and CHARTER vice president, who will serve as the leadership chairperson.
  - (2) Ensure regular meetings to discuss and advance initiatives established by the Global Action Team.
  - (3) Collaborate with the district Global Action Team and other CHARTER presidents to further initiatives focused on expanding humanitarian service, leadership development and membership growth.
- (d) In collaboration with the CHARTER officers and committee chairpersons, implement a plan for membership growth, community engagement, operational improvement and the fulfillment of humanitarian services as presented and approved by the CHARTER's board of directors.
- (e) Issue the call for regular meetings and special meetings of the board of directors of this CHARTER.
- (f) Appoint standing and special committees and cooperate with chairpersons to effect regular functioning and reporting of such committees.
- (g) See that regular elections are duly called, noticed and held.
- (h) Ensure the CHARTER is operating in accordance with local laws.
- (i) Ensure proper administration of CHARTER operations by ensuring that all CHARTER officers and members adhere to the CHARTER's Constitution and By-Laws and the International Constitution and By-Laws.
- (j) Encourage diplomacy and solve disputes in a fair and transparent fashion utilizing the Dispute Resolution Procedure if needed.
- (k) Be an active member of the district governor's advisory committee of the zone in which this CHARTER is located.
- (l) Serve as a mentor to vice presidents to ensure the continuance of effective leadership.

Section 2. **IMMEDIATE PAST PRESIDENT.** He/she and the other past presidents shall serve as mentors to the CHARTER president and vice presidents and serve as the CHARTER LCIF coordinator unless he/she is unable at which time this position may be filled by another CHARTER member.

Section 3. **FIRST VICE PRESIDENT.** The responsibilities for this position shall be as follows:

- (a) Conduct an annual CHARTER quality assessment and collaborate with the CHARTER officers, specifically members of the CHARTER's Global Action Team and other committee chairpersons during his/her term as first vice president to develop a plan for membership growth, community engagement, and the fulfillment of humanitarian services to be presented and

approved by the board of directors during his/her term as president.

- (b) Serve as a key member of the CHARTER's Global Action Team as the CHARTER Leadership Chairperson and along with other members of the leadership committee
- (c) Take a key role in membership retention and ensure organizational excellence by measuring member satisfaction and utilizing feedback to improve CHARTER operations.
- (d) Understand the CHARTER's role in district activities and events.
- (e) Network with the officers of other CHARTERs to gain ideas that may be applied to the CHARTER.
- (f) Gain in-depth knowledge of district, multiple district initiatives that support leadership development, membership growth and the expansion of humanitarian service.
- (g) Be an active member of the district governor's advisory committee of the zone in which this CHARTER is located.
- (h) If the president is unable to perform the duties of his/her office for any reason, the vice president next in rank shall occupy his/her position and perform his/her duties with the same authority as the president.
- (i) Oversee the functioning of such committees of this CHARTER as the president shall designate.

**Section 4. VICE PRESIDENT(S).** If the president is unable to perform the duties of his/her office for any reason, the vice president next in rank shall occupy his/her position and perform his/her duties with the same authority as the president. Each vice president shall, under the direction of the president, oversee the functioning of such committees of this CHARTER as the president shall designate.

**Section 5. SECRETARY.** He/she shall be under the supervision and direction of the president and the board of directors and shall act as the liaison officer between the CHARTER and the district (single, sub- and multiple) in which this CHARTER is located, and the association. The responsibilities for this position shall be as follows:

- (a) Submit regular monthly and other reports to the international office of the association containing such information as may be called for by the board of directors of this association.
- (b) Submit to the district governor's cabinet such reports as it may require.
- (c) Be an active member of the district governor's advisory committee of the zone in which the CHARTER is located.
- (d) Have custody and keep and maintain general records of this CHARTER, including records of minutes of CHARTER and board meetings; attendance; committee appointments; elections; member information, addresses and telephone numbers of members; members CHARTER accounts.
- (e) Give bond for the faithful discharge of his/her office in such sum and with such surety as determined by the board of directors.
- (f) Deliver, in a timely manner, at the conclusion of his/her term in office, the general records of the CHARTER to his/her successor in office.

**Section 6. TREASURER.** The responsibilities for this position shall be as follows:

- (a) Receive all monies, from the secretary and otherwise, and deposit the same in a bank or banks recommended by the finance committee and approved by the board of directors.
- (b) Arrange for issuance, in cooperation with the secretary, quarterly or semi-annual statements to each member for dues and other financial obligations owed to this CHARTER and report payments to the Board of Directors.
- (c) Pay out monies in payment of CHARTER obligations only on authority given by the board of directors.
- (d) Have custody and keep and maintain general records of CHARTER receipts and disbursements.
- (e) Prepare and submit monthly and semi-annual financial reports to the board of directors of this CHARTER.
- (f) Give bond for the faithful discharge of his/her office in such sum and with such surety as determined by the board of

directors.

- (g) Deliver, in a timely manner, at the conclusion of his/her term in office, the financial accounts, funds and records of the CHARTER to his/her successor in office.
- (h) Serves as chairperson for the finance committee.

#### **ARTICLE IV Board of Directors**

In addition to the CHARTER officers, the following chairpersons, if elected, may serve on the Board of Directors in addition to any other elected position that the CHARTER find's necessary.

Section 1. **PROGRAM COORDINATOR.** He/she improves general meetings and keeps members informed of topics of importance to members by scheduling speakers and entertainment for general meetings based on the interests of CHARTER members. The program coordinator obtains permission for speakers from the president, informs the CHARTER secretary for inclusion on the agenda and informs the marketing communication chairperson to ensure effective communication. He/she welcomes the speaker on arrival and ensures proper seating and welcoming during the event.

Section 2. **DIRECTOR.** He/she provides additional oversight and approval for items placed before the board of directors. The term of office is two-years in duration.

#### **ARTICLE V Meetings**

Section 1. **BOARD OF DIRECTORS REGULAR MEETINGS.** Regular meetings of the board of directors shall be held at such times and places as the board shall determine. (It is recommended that the board of directors meet at least once each month.)

Section 2. **BOARD OF DIRECTORS SPECIAL MEETINGS.** Special meetings of the board of directors shall be held when called by the president, or when requested by three (3) or more members of the board of directors, at such time and place as the president shall determine.

Section 3. **REGULAR CHARTER MEETINGS/EVENTS.** Regular meetings of this CHARTER shall be held at times and places recommended by the board of directors, and approved by the CHARTER Except as otherwise specifically provided in this constitution and by-laws, notice of regular meetings shall be given in such manner as the board of directors deems proper to effectively communicate the meeting and/or event to all CHARTER members and encourage involvement. Regular CHARTER meetings may be replaced by service projects or other events as determined by the CHARTER members. (It is recommended that the CHARTER host a meeting, event or service activity at least once a month.)

Section 4. **SPECIAL CHARTER MEETINGS.** Special meetings of the CHARTER may be called by the president, in his/her discretion, and shall be called by the president when requested by the board of directors, at a time and place determined by the person or body requesting the same. Notice of special meetings setting forth the purpose, time and place shall be published to each member of this CHARTER, by regular post, electronic means or personal delivery, at least ten (10) days prior to the date thereof.

Section 5. **ANNUAL MEETING.** An annual meeting of this CHARTER shall be held in conjunction with the close of each GDP' year at a time and place determined by the board of directors, at which meeting the final reports of the retiring officers shall be read and newly elected officers shall be installed.

Section 6. **ALTERNATIVE MEETING FORMATS.** Regular and/or special meetings of this CHARTER and/or board of directors may be held through the use of alternative meeting formats, such as teleconference and/or web conference upon initiation of the President or by any three (3) members of the board of directors.

Section 7. **CHARTER ANNIVERSARY.** A charter night anniversary meeting of this CHARTER may be held each year, at which time special attention shall be devoted to the purposes and ethics of GDP, and the history of this CHARTER.

Section 8. **QUORUM.** The presence in person of a majority of the members in good standing shall be necessary for a quorum at any meeting of this CHARTER. Except as otherwise specifically provided, the act of a majority of the members present at any meeting shall be the act and decision of the entire CHARTER.

Section 9. **METHOD OF BUSINESS TRANSACTIONS.** This CHARTER may transact business by mail or electronic communications, provided that no such action shall be effective until approved in writing by two-thirds (2/3) of the entire number of the CHARTER. Such action may be initiated by the president or any three (3) members of said board.

## ARTICLE VI Fees and Dues

### **AS APPROVED BY THE CHARTER MEMBERS AT AN ANNUAL MEETING**

Section 1. **ENTRANCE FEE.** Each new, reinstated and transfer member shall pay an entrance fee of INR\_\_\_\_\_ which fee shall include the current association entrance fee and be collected before such member is enrolled as a member of this CHARTER and before the secretary may report such member to GDP CHARTERS International; provided, however, that the board of directors may elect to waive all or any part of the CHARTER portion of said entrance fee as to any member granted membership by transfer or reinstatement within twelve (12) months of termination of his/her prior GDP CHARTER membership.

Section 2. **ANNUAL DUES.** Each member of this CHARTER shall pay the following indicated regular annual dues which dues shall include an amount to cover current international and district (single or sub- and multiple) dues (to defray the subscription price of GDP Magazine, administrative and annual convention costs of the association and similar district costs) and shall be paid in advance at such times as the board of directors shall determine:

<b>Nature of Membership / Activity</b>	<b>TIER I : CITY FEES</b>	<b>TIER II :CITY FEES</b>	<b>TIER III: CITY FEES</b>
FOUNDER-DONATION –to GDP FOUNDATION	25000/-	15,000/-	10,000/-
FOUNDER –CONTRIBUTION –Charter	15,000/-	10,000/-	7500/-
1)Life - CIM- Corporate Institutional	50,000/-	35,000/-	20,000/-
2)IML- Individual Life	20,000/-	15,000/-	10,000/-
3)Annual CSN- Charitable, Societies, Ngo	15,000/-	10,000/-	7500/-
4)Annual PM –Professional	5000/-	3500/-	2500/-
5)Annual – PG /UG Student	1500/-	1000/-	750/-

The treasurer of this CHARTER shall remit international and district (single or sub- and multiple) dues to the parties, and at the times, specified in the respective international and district (single or multiple) constitution and by-laws.

#### **REMITTANCE TO GDP FOUNDATION**

Each charter will transfer flat 15% of the membership fees (Category 1 TO 5 from the above table) to GDP Foundation,transfer ,reconciliation will be done on monthly basis .

Each charter shall transfer 15% of the total membership fees received from Category 1 to 5 from the above table to GDP Foundation.

Such transfer and reconciliation shall be done on monthly basis by each CHARTER.

Tier I, II and III cities:

The classification of Indian cities is a ranking system used by the Government of India to allocate House Rent Allowance (HRA) to public servants employed in cities in India. HRA is also used by the Indian Revenue Service (IRS) to provide income tax exemptions. Cities are classified on the basis of their population, as recommended by the Seventh Central Pay Commission to X, Y, and Z are more commonly known as Tier-1, Tier-2, and Tier-3 cities, respectively.

## ARTICLE VII CHARTER Branch Administration (Branch – Taluka /Village )

Section 1. **CHARTER BRANCH OFFICERS.** The members comprising the branch shall elect a branch president, secretary and treasurer. These three individuals, along with the branch liaison constitute the executive committee of the branch. The branch members shall elect a president who shall serve on the parent CHARTER's board of directors and be encouraged to attend general

## GDP Foundation: The Charter Constitution

and/or board meetings and activities of the parent CHARTER to provide branch records and a report of planned branch activities, a monthly financial report and coordinate efforts to encourage open discussion and effective communication between the branch and parent CHARTER. Members of the branch are encouraged to attend scheduled meetings and activities of the parent CHARTER.

Section 2. **LIAISON.** The parent CHARTER shall designate a member of the parent CHARTER to oversee the progress of the branch and provide assistance to the branch, when necessary. The member serving in this capacity shall also serve as the fourth officer of the branch.

Section 3. **VOTING ENTITLEMENT.** The members of the branch may vote on activities of the branch and are voting members of the parent CHARTER, when in attendance at meetings of the parent CHARTER. Branch members shall be calculated in parent CHARTER meeting quorum requirements only when present in person at the parent CHARTER meeting.

Section 4. **FEES AND DUES.** Each new, reinstated and transfer CHARTER branch member shall pay an entrance fee of INR\_\_\_\_\_ which fee shall include the current association entrance fee. CHARTER branches may charge an entrance fee separate from that of the parent CHARTER and branch members are not required to pay the parent CHARTER entrance fee.

Each member of the branch shall pay the following indicated regular annual dues which dues shall include an amount to cover current international and district (single or sub- and multiple) dues (to defray the subscription price of GDP Magazine, administrative and annual convention costs of the association and similar district costs) and shall be paid in advance at such times as the board of directors of the parent CHARTER shall determine:

Nature of Membership / Activity	FEES
FOUNDER-DONATION –GDP FOUNDATION	10,000/-
FOUNDER –CONTRIBUTION –Charter Branch	7500/-
CIM- Corporate Institutional	20,000/-
IML- Individual Life	10,000/-
CSN- Charitable, Societies, Ngo-annual	5,000/-
PM –Professional -annual	2500/-
Student –annual	500/-

The treasurer of the branch shall remit international and district (single or sub- and multiple) dues to the parent CHARTER treasurer, and at the times, specified in the respective international and district (single or multiple) constitution and by-laws. CHARTER branches are not required to pay CHARTER dues to the parent CHARTER.



## ARTICLE VIII

### SERVICES TO BE OFFERED BY THE CHARTER

Charter will strive to ensure that the following projects/services under each vertical (SPEED, CSR INCUBATOR, HOPEKART, GDP TALKS, VALUE ADDED SERVICES) of the GDP FOUNDATION need to be offered to the beneficiaries as under

CHARTER must conform to its mission and to the objectives and goals enshrined in the Chapter Constitution. CHARTER must plan and execute the programs in a manner that helps them in achieving these goals and objectives. The role, activities and programs that a CHARTER must cover are ensuring that the following projects/services under each vertical (SPEED, CSR INCUBATOR, HOPEKART, GDP TALKS, VALUE ADDED SERVICES) of the GDP FOUNDATION are offered to the beneficiaries as mentioned in succeeding table:

SR.NU	SERVICES	Minimum number
1	SPEED – Social start ups	1/qtr
2	CSR INCUBATOR –Consulting projects	1/qtr
3	HOPEKART- Hackathon	1/year
4	GDP TALKS – Vocal for Local	1 webinars /live per month
5	GDP-TALKS –Thinkers Lounge	1 article/ month
6	GDP-TALKS - Talkathon	1 lecture /month
7	GDP-TALKS –Lost in bylanes	2 video clips /month
8	Value added services – Business Development /Investor readiness 1. feasibility assessment. 2.Hi-po Adv.services	1/month
9	Value added services NGO Assessment/Development	1/month
10	Value added services Internship	5 interns/month

GDP Foundation will give detail orientation on each of the above services during the induction program for the Charter. Charters are also encouraged to suggest new services, improvements in the existing ones which will be taken up for study, deliberations and subsequent release.

**GDP FOUNDATION will be also releasing new services/offerings to further its vision/mission/values from time to time**

GDP Foundation will give detail orientation on each of the above services during the induction program for the Charter. Charters are also encouraged to suggest new services, improvements in the existing ones which help in better achieving the goals and objectives enshrined in the Constitution. Such suggestions will be taken up for study, deliberations and subsequent release by the GDP Foundation. GDP FOUNDATION will be also releasing new services/offerings to further its vision, mission, values, goals and objectives from time to time.

### SELF SUSTAINABILITY /CONTRIBUTION TO GDP FOUNDATION

GDP Foundation will do a hand holding for first 2 months and also share its repository, however the Charter should build their capacity, capability to design, execute the above services to support the beneficiaries, generate revenue for their charter to fund the programs/projects. Each charter will ensure that they will charge within the upper limit as indicated and will share a percentage to GDP Foundation on monthly basis as under for the services offered

GDP Foundation will financially and technically support a CHARTER for 2 months from its formation and will also share its repository for that period subject to the fact that the Charter should build their capacity, capability to design, execute the above services to support the beneficiaries, generate revenue for their charter to fund the programs/projects etc. within those two months.

Each charter will ensure that they will charge within the upper limit as indicated in the below given table and will share the

percentage to GDP Foundation on monthly basis as mentioned in the table given under for the services offered respectively.

The Charters will be informed about the releasing of new relevant services, improvisations, value additions to existing offerings by GDP Foundation from time to time along with its charges and operational inputs which the Charters will have to abide to.

CAT	SERVICES	Current Charges -CAP	% transfer to GDP Foundation
VAS	Business Development /Investor readiness feasibility assessment	5000/-	10%
VAS	HI-PO Advisory services	25,000/-	15%
VAS	CSR –CONSULTING	Upto 10% of CSR budget	20%
VAS	NGO ASSESSMENT /AUDIT	15,000/-	15%
VAS	INTERNSHIP	20,000/-	10%
GDP-T	Vocal for local –Prepaid mentoring session	1000/-	10%
GDP-T	Vocal for local – Webinar (per person)	100/-	5%
GDP-T	Thinkers Lounge – per article /Magazine	25/-	20%
GDP-T	Lost in bylanes - per clip view	25/-	20%
GDP-T	Talkathon - per lecture	25/-	20%

**GDP FOUNDATION will be releasing relevant services from time to time and also improvising, value adding existing offerings ,the Charters will be informed on the same, along with its charges and operational inputs.**

#### ARTICLE IX Miscellaneous

Section 1. **FINANCIAL YEAR.** The financial year of this CHARTER shall be April 1 to March 31st.

Section 2. **PERSONAL BENEFIT.** Except to further his/her progress in GDP, no officer or member of this CHARTER shall use his/her membership as a means of furthering any personal, political, or other aspiration, nor shall the CHARTER, as a whole, take part in any movement not in keeping with its purposes and objects.

Section 3. **COMPENSATION.** No officer shall receive any compensation for any service rendered to this CHARTER in his/her official capacity with the exception of the secretary, whose compensation, if any, shall be fixed by the board of directors.

Section 4. **SOLICITATION OF FUNDS.** No funds shall be solicited from the CHARTER during meetings by any individual or individuals who are not members of the CHARTER. Any suggestion or proposition made at any meeting of this CHARTER calling for the expenditure of money for other than the regular obligations shall be referred to the appropriate committee or to the board of directors for further review.

#### ARTICLE X CHARTER Dispute Resolution Procedure

All disputes or claims arising between any member or members, or a former member or members, and the CHARTER, or any officer on the board of the CHARTER, relative to membership, or the interpretation, breach of, or application of the CHARTER's constitution and by-laws, or the expulsion of any member from the CHARTER, or any other internal GDP CHARTER matter whatsoever which cannot be satisfactorily resolved through other means, shall be resolved in accordance with the Dispute Resolution Procedures established by the GDP FOUNDATION in the Trust Deed.

#### ARTICLE XI Amendments

Section 1. **AMENDING PROCEDURE.** These by-laws may be altered, amended or repealed at any regular or special meeting of this CHARTER at which a quorum is present, by the vote of a majority of the members present in person and voting.

Section 2. **NOTICE.** No amendment shall be put to vote, unless written notice, stating the proposed amendment shall have been published to the member through regular post or electronic means, or delivered personally to each member of this CHARTER at least fourteen (14) calendar days prior to the meeting at which the vote on the proposed amendment is to be taken.

**EXHIBIT A**  
**MEMBERSHIP CATEGORY CHART**

**EXHIBIT B**  
**SAMPLE BALLOT FORM**

For Election of President: Indicate your vote by checking the box of the candidate of your choice.

☐☐☐

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**EXHIBIT C**  
**GDP FOUNDATION RULES**

**1. GENERAL TRADEMARK POLICIES.** As a matter of legal protection to the GDP CHARTERS, GDP FOUNDATION owns certain Trademarks. The Charter has a legal obligation to be alert to infringements of its trademarks, and to take all necessary steps to prevent, and to provide against legal risks, which may flow from any unauthorized use. a. Definition of "TRADEMARKS." Any existing and future Charter names, emblems, logos, seals, registered trademarks and other trademark interests. The Charter's trademarks are applied for/registered and managed by the Legal Division of GDP FOUNDATION. No Charter or member may register these trademarks. Charters will need to executed a temporary license Agreement to use the trademarks. All Charter officers, board appointees, have a duty to agree to abide by and encourage enforcement of the Charter trademark policies, report any and all unauthorized use of the Charter trademarks to the Legal Division of GDP FOUNDATION, and acknowledge such duty in writing annually to the Legal Division. The Charter, its officers, directors and authorized staff may use the Charter trademarks in the promotion and furtherance of the Charter's purposes and general operations, so long as such use is done in accordance with the policies adopted from time to time

**2. LITIGATION INVOLVING THE CHARTER** 1. Initiation of Litigation No litigation shall be initiated on behalf of The Charter unless approved by either the board of directors; or the Executive Committee; 2. Reporting Status of Current Litigation The Charter shall prepare for inclusion in the administrative officers' report to the board a summary showing the current status of litigation involving the Charter. Any change in the status of litigation shall be reported in the administrative officers' report to the board.

**3. CONFLICTS OF INTEREST POLICY** The officers, board, management and staff of the Charter recognize a shared responsibility to ensure that they conduct themselves in an unbiased manner and serve the goals of GDP FOUNDATION. It is the responsibility of the Charter to guard against conflicts of interest, which might compromise the integrity and objectivity of the Charter's operations. 1. Purpose The purpose of the conflicts of interest policy is to protect the Charter's interests when it is contemplating entering into a transaction or arrangement that might benefit the private interests of an officer, director, manager, or staff of the Charter. This policy is intended to supplement, but not replace, any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations. 2. Definitions a. Interested Person Any officer, director, or member of a committee with board delegated powers that have a direct or indirect financial interest is an interested person. b. Financial Interest A person has a financial interest if the person has, directly or indirectly, through business, investment or family: (1) An ownership or investment interest in any entity with which the Charter has a transaction or arrangement, (2) A compensation arrangement with the Charter or with any entity or individual with which the Charter has a transaction or arrangement, or (3) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Charter is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature. A financial interest is not necessarily a conflict of interest unless deemed so by the board or appropriate committee. 3. Procedures a. Duty to Disclose In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and must be given the opportunity to disclose all material facts to the directors and members of committees with board delegated powers considering the proposed transaction or arrangement. b. Determining Whether a Conflict of Interest Exists After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

**4. INCORPORATION POLICY**

The Charter needs to be necessarily incorporated as a Public Trust and registered with the relevant authority in the respective jurisdiction of the formation of the Trust. A sample Trust deed is provided herewith.

**DUTIES AND RESPONSIBILITIES OF THE CHARTER:**

**Periodic Submission of Operations Report:**

The Charter shall ensure that it operates in a manner consistent with the goals, objectives and purposes, vision and missions enshrined in the Constitution of GDP Foundation and shall submit periodic Operations Report quarterly/every six months/Annually to the Foundation by way of.....

### Transfer of Funds:

The Charter shall ensure the timely transfer of funds in the manner as specified Annexure - SOP to the GDP Foundation.

- 1) Any Regional Branch or Charter created shall have legal or independent existence of its own. The Trust under which it is formed, through its executive bodies, remains responsible for the acts of any such unit created by it. Thus, the liabilities of a Charter are limited to a Charter and the GDP Foundation shall not be responsible for it.
- 2) Upon dissolution of a Charter or de-recognition of a Charter by the GDP foundation, the membership of the Charter shall ipso facto be terminated and the members will no longer be part of the GDP Foundation and shall be forbidden from using the ...
- 3) DISSOLUTION OF A CHARTER:

A Charter may be dissolved by (... explain procedure....) for any reasons mentioned below:

- a) If Charter fails to operate /execute /deviate as per the GDP Foundation vision/mission/values, program, projects and operating guidelines.
- b) Indulging in unethical practices.
- c) Does not comply with the rules, regulations.
- d) Misappropriates the funds of the Charter or uses it for purposes other than those mentioned in the Constitution.
- e)
- f)

Consequences of Dissolution of a Charter:

Charter will not be allowed to use the name GDP Charter, its trademarks, emblems anywhere and if they continue to do so, following action shall be taken against them:

- 1)
- 2)
- 3)





# GDP TALKS

GDP Talks is a platform to share and connect.

This is GDP Foundation's attempt to build a well being, happiness and positivity movement. Through this endeavor, we plan to explore the subtle things that can make life a pleasurable experience.

## Let's Change the Lens

It is time to look at the world differently. GDP Talks will showcase short videos, webinars, research articles, discussions, debates, deliberations on a wide array of topics like women empowerment, social startups by youth, community issues, welfare, inclusiveness, art, culture and literature.

### Our Offerings

- **Thinker's Lounge** - Articles / Research Papers / Case Studies
- **Talkathon** - Ordinary people narrating their extraordinary stories
- **Vocal for Local** - Consultancy / Mentoring for Start ups and Entrepreneurs
- **Lost in Bylanes** - Cinematic window to the unseen, unheard picturesque places & people

FOR MORE DETAILS:



managingtrustee@gdpideaz.com



+91 9823043678



## **02. NON-EXCLUSIVE LICENSE AGREEMENT**

[Rs. 50/- Non Judicial Stamp Paper]

**Non Exclusive License Agreement**

This NON EXCLUSIVE LICENSE AGREEMENT is made on \_\_\_\_ day of \_\_\_\_ month of the year \_\_\_\_.

BETWEEN: \_\_\_\_\_ (hereinafter called "the LICENSOR") of the one part

AND

\_\_\_\_\_ (hereinafter called "the LICENSEE") of the other part.

WHEREAS the LICENSOR is the sole Proprietor of the trademarks as per Exhibit A attached hereto and incorporated by reference herein.

AND WHEREAS the LICENSOR has agreed with the LICENSEE to grant a temporary non exclusive license to use the said trademarks as defined below.

The name for the Charter Trust as "GDP CHARTER-----"

GDP FOUNDATION VERTICALS –SPEED /CSR INCUBATOR /HOPEKART

GDP TALKS – VOCAL FOR LOCAL /THINKERS LOUNGE /TALKATHON & LOST IN BYLANES.

VALUE ADDED SERVICES

THE PHILANTHROPIST MAGAZINE

THE LOGO (TRUST /GDP TALKS /THE MAGAZINE)

NOW, THEREFORE, in pursuance of this agreement, LICENSOR hereby grants a non exclusive, temporary, revocable license to the LICENSEE to use the trademarks herein solely for the purpose of running a GDP Charter in \_\_\_\_\_.

That the LICENSOR reserves all right, title, and interest of whatever kind in and to the trademarks, together with (1) the goodwill of the business relating to the Products/Services in respect upon which the trademarks are used and for which they are registered/ proposed to be registered, and (2) all income, royalties, and damages hereafter due or payable to LICENSOR with respect to the trademarks.

The LICENSOR confirms that no dispute in respect of the trademark/s is pending in any court of law.

THE LICENSOR further covenants that on the request of the LICENSOR, it will execute, all documents, papers, forms and authorizations that may be necessary for use of the said Trademarks solely for the purpose defined herein and LICENSEE shall upon completion of the said objectives or earlier termination of the LICENSOR by giving a 30 days notice to the LICENSEE, cease the said Trademarks. At all times, the LICENSOR has full right, title, and interest in the trademarks.

GOVERNING law, in case of any dispute in respect of this agreement, would be of Goa, India.

IN WITNESS WHEREOF the parties hereto are hereunto executed on the day and year first above written.

\_\_\_\_\_  
LICENSOR

In presence of

1) \_\_\_\_\_

2) \_\_\_\_\_

\_\_\_\_\_  
LICENSEE

In presence of

1) \_\_\_\_\_

2) \_\_\_\_\_

Exhibit A

Trademark	Logo	Application No.	Class	Goods/Services

# VALUE ADDED SERVICES

GDP Foundation is all about adding value to your idea. It is about giving that extra push to help you excel as a social start-up or as a social entrepreneur.

With our Value Added Services, you can look at your idea differently and evolve into tomorrow's promising venture.

## Our Value Added Services:

- Investor Readiness / Business Development
- CSR Consulting Services
- NGO Assessment
- Value-added Internship

## WHO CAN BENEFIT

Start Ups / Entrepreneurs / Professionals / Home makers  
CSR Heads / NGOs / Fresh Graduates

## USP

Bespoke strategy development aligned to your corporate objectives & positioning

## FOR MORE DETAILS:



managingtrustee@gdpideaz.com



+91 9823043678



### **03. DEED OF TRUST**



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**DEED OF TRUST**

**BETWEEN**

---

**(SETTLOR)**

**AND**

**MR.**

**AND**

**MR.**

**AND**

**MR.**  
**(TRUSTEES)**

**For Settlement of \_\_\_\_\_ TRUST**

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## TRUST DEED

This Deed of Trust executed on this \_\_\_th\_\_\_ day of \_\_\_\_\_, 2020 ("**Effective Date**");

### BY

\_\_\_\_\_(PAN: \_\_\_\_\_) (hereinafter referred to as the "**Settlor**" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, executors, administrators and assigns) of the **FIRST PART**;

### IN FAVOUR OF

**MR.**, aged \_\_, Son of Mr. \_\_\_\_\_, Indian citizen, residing at \_\_\_\_\_ (PAN: \_\_\_\_\_) (hereinafter referred to as the "**Trustee 1**") of the **SECOND PART**;

### AND

**MR.**, aged \_\_, Son of Mr. \_\_\_\_\_, Indian citizen, residing at \_\_\_\_\_ (PAN: \_\_\_\_\_) (hereinafter referred to as the "**Trustee 2**") of the **THIRD PART**;

### AND

**MR.**, aged \_\_, Son of Mr. \_\_\_\_\_, Indian citizen, residing at \_\_\_\_\_ (PAN: \_\_\_\_\_) (hereinafter referred to as the "**Trustee 3**") of the **FOURTH PART**;

Trustee 1, Trustee 2 and Trustee 3 are hereinafter collectively referred to as the "**Principal Trustees**" or "First Trustee" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include the successors-in-office of the Principal Trustees or the last surviving Principal Trustee).

### WHEREAS:

1. The Settlor is desirous of establishing a trust with public charitable objects, to undertake certain charitable activities like \_\_\_\_\_.
2. The Settlor is absolutely seized and possessed of and otherwise well and sufficiently entitled to the Settlement Amount (as defined below).
3. The Settlor has set apart the Settlement Amount and is desirous of settling the same, upon trust, for the Objects (as defined below).
4. The Principal Trustees herein have, at the request of the Settlor, agreed to act as the First Trustees of these presents as testified by their being parties to and executing these presents.

**NOW THIS DEED WITNESSETH** that in consideration of these presents and to effectuate the aforesaid desire of the Settlor, the Settlor has delivered and handed over the Settlement Amount to the Trustees and the Trustees shall hold and stand possessed of the same upon the trust and subject to the powers, provisions, agreements and declarations hereinafter contained and concerning the same.

## 1. DEFINITIONS

In this Deed (including the recitals), except to the extent that the context otherwise requires, the capitalized terms used herein shall have the meanings assigned to them hereunder.

- 1.1 **"Applicable Law"** shall mean all applicable statutes, laws, ordinances, regulations, rules, orders, bye laws (as may be amended from time to time), administrative interpretations, writs, circulars, notifications, injunctions, directives, rulings, judgments, decrees and/or orders of any government, statutory authority, tribunal, board or court or any other instrument which has a force of law applicable to the Settlor, Trustees or Trust;
- 1.2 **"Board"** shall have the meaning assigned to it in Clause 8.1 herein;
- 1.3 **"Business Day"** shall mean a day other than (i) a Saturday; or (ii) a Sunday; or (iii) any day on which banks are not open for business in \_\_\_\_\_, India; or (iv) any day which is declared by the Central Government or State Government to be a holiday in \_\_\_\_\_, India;
- 1.4 **"Board Meeting"** shall have the meaning assigned to in Clause 8.2 herein;
- 1.5 **"Deed"** shall mean this Deed of Trust as from time to time amended, supplemented or replaced or otherwise modified in the manner as set out herein;
- 1.6 **"First Trustee"** shall mean the Trustees appointed as Principal Trustees at the time of execution of these presents.
- 1.7 **"Governmental Authority"** includes any (a) national, state, municipal or local government (whether domestic or foreign) or any political subdivision thereof; or (b) any court or administrative tribunal; or (c) any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity of competent jurisdiction; or (d) any non-governmental agency, tribunal or entity that is vested by a governmental agency with applicable jurisdiction; or (e) any arbitrator with authority to bind a party under Applicable Law;
- 1.8 **"Losses"** shall mean and includes all actions, suits, Claims, Proceedings, costs, damages, losses, liabilities, judgments (whether directly, general or absolute, accrued, conditional or otherwise and whether or not resulting from third party claims), amounts, fines, penalties, levies, imposts, compensations paid in settlement and expenses (including without limitation reasonable attorneys' fees and disbursements but excluding any consequential, punitive or special damages);
- 1.9 **"Objects"** shall mean the purposes for which the Trust has been established and settled and for which the Trustees hold and shall continue to hold the Trust Property and as are more specifically set out in Clause 5 herein;
- 1.10 **"Person"** includes any individual, Hindu undivided family, partnership, body corporate, corporation, company,

joint venture, trust, business trust, co-operative society, association, or unincorporated body;

- 1.11 **"Principal Trustee"** shall have the meaning set out in the Name Clause above and shall include any other Persons appointed from time to time in the future as Principal Trustees in accordance with the provisions of this Deed.
- 1.12 **"Proceedings"** shall mean any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, investigative, or informal) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority or arbitrator;
- 1.13 **"Regular Trustee"** shall mean any Trustee other than the Principal Trustee; and the term "Regular Trustees" shall be construed accordingly;
- 1.14 **"Settlement Amount"** shall mean the amount of INR \_\_\_\_\_ (Rupees \_\_\_\_\_ only) set apart by the Settlor and delivered to and settled upon the Trustees, for the establishment of the Trust under this Deed;
- 1.15 **"Trust"** shall have the meaning assigned to it in Clause 3 herein;
- 1.16 **"Trustees"** shall mean the Persons appointed as trustees of the Trust in accordance with the provisions of this Deed including the successors-in-office of the Trustees or the last surviving Trustee and shall include the Principal Trustees; and
- 1.17 **"Trust Property"** shall mean and includes (a) the Settlement Amount; and (b) all aid received by the Trust by way of donations, grants, scholarships, contributions, subscriptions, legacy, endowments, or in any manner whatsoever, whether in cash or kind; and (c) all the income of the Trust from various sources; and (d) properties (both movable and immovable) as may be acquired from time to time by the Trust and held in the name of the Trust; and (e) and any interests, dividends, rents, profits, income or other such accumulations that may be derived from the Trust Property or accrue in respect of the Trust Property from time to time.

## 2. PRINCIPLES OF INTERPRETATION

Unless the context of this Agreement otherwise requires:

- 2.1 words of any gender are deemed to include those of the other gender and pronouns importing a gender shall include each of the masculine, feminine and neutral genders, as the case may be;
- 2.2 words using the singular or plural number also include the plural or singular number, respectively;
- 2.3 the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Deed or sec-

tions of this Deed, as the case may be;

- 2.4 The recitals are and shall be deemed to constitute an integral part of this Deed;
- 2.5 headings and the use of bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- 2.6 reference to any legislation or Applicable Law or to any provision thereof shall include references to any such Applicable Law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- 2.7 reference to the word "include", "including" or words of similar import shall be construed without limitation;
- 2.8 if provision in any Clause is a substantive provision conferring rights or imposing obligations on any party to this Deed, effect shall be given to it as if it were a substantive provision set out in the body of this Deed;
- 2.9 when any number of days is prescribed in any document, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day.

### **3. NAME**

The trust established hereunder shall be named " \_\_\_\_\_ " ("**Trust**").

### **4. PLACE**

The principal office and place of work of the Trust shall be situated at \_\_\_\_\_, \_\_\_\_\_ or such other place in India, as may be decided by the Board from time to time.

### **5. OBJECTS**

The purposes for which the Trustees shall hold and apply the Trust Property shall be as follows:

- 5.1 To build a global community for building awareness, action for "Welfare Based Development".
- 5.2 To create state of art facilitative ecosystem for youth, SHG, NGO, Industries, Business firms in "Making social

systems work”.

- 5.3 To bring thought, purpose, value in large CSR consulting projects.
- 5.4 To help stimulate positive forces for building “Social Entrepreneurship /Startups, integrating under graduates, SHG, NGO’s, the Trust’s pillar – SPEED will be the guiding force.
- 5.5 To provide, facilitate “Thoughtful, Purposeful CSR by extending CSR consulting services through the Trust” second pillar – CSR INCUBATOR.
- 5.6 To design, experiment large scale community involvement, Hackathons to provide “Simple, Smart, Superior “platforms for generating cost effective, value added solutions, which is supported by the Trust’s third vertical “HOPE-KART”.
- 5.7 To host GDP talks in real /virtual world with a aim build a repository of select, curated research articles, talks of ordinary people doing extra ordinary social development work, unfolding last by-lanes of our rich varied culture, practices through “GDP TALKS” which represents, building a storehouse of knowledge and skills in Social Entrepreneurship, CSR, Large scale community inclusive interventions with the professional rigor of science and philosophy.
- 5.8 To strengthen the “sustainability: and healthy interdependency amongst communities worldwide for “Welfare Based Development”.
- 5.9 Drawing the attention of Philanthropists, chief executives of different organizations, agencies and government departments and solicit their support, sponsorship, funding, donations.
- 5.10 In addition to the above, any other objectives pertaining to the development of youth, SHG /NGO’s and CSR will be taken up by the GDP Foundation and its Charters.
- 5.11 The Trust shall be a non-political professional body and its objectives will cover all people irrespective of their caste, creed, sex and/or religion.; and
- 5.12 to do any and all such acts or things necessary in furtherance of or incidental to the aforesaid Objects and which shall be deemed fit by the Principal Trustees for achieving the Objects of the Trust.

## **6. TRUST AND TRUST PROPERTY**

- 6.1 The Trust shall be a public charitable trust for the benefit of all persons and the Trustees shall stand possessed of the Trust Property as specified herein.
- 6.2 The Trust shall be irrevocable and may be dissolved only in accordance with the provisions of this Deed.



- 6.3 The Trust Property shall first be applied for the expenses incurred by the Trustees towards the management and administration of the Trust and/or the Trust Property and preservation of the Trust Property. The balance Trust Property shall then be applied for the promotion or furtherance of the Objects of the Trust.
- 6.4 No part of the Trust Property shall be appropriated for the benefit of the Settlor or any of the Trustees.

## 7. APPOINTMENT, NUMBER AND TERM OF OFFICE OF TRUSTEES

- 7.1 The number of Trustees shall not be less than 3 (three) and not more than 7 (seven) Persons at any time during the subsistence of the Trust. The Principal Trustees shall always constitute the majority Trustees on the Trust. The maximum number of Principal Trustees can be 7 (seven). The maximum number of Regular Trustees can be 3 (Three).
- 7.2 The Principal Trustee shall be entitled to jointly appoint any additional Principal Trustees on the Trust through a resolution unanimously passed by the Principal Trustees.
- 7.3 The Principal Trustees shall also be entitled to appoint any Person as a Regular Trustee on the Trust through a unanimous resolution passed by the Principal Trustees.
- 7.4 Each Principal Trustee shall hold office as a Trustee of the Trust during her/ his lifetime.
- 7.5 Each Regular Trustee, shall hold office of Trustee of the Trust for a period of 3 (three) years from the date of his/ her appointment and may be reappointed by the Principal Trustees for one further term of 3 (three) years only.

## 8. BOARD OF TRUSTEES

- 8.1 The Trustees shall collectively constitute the Board of Trustees ("**Board**"). Subject to the provisions of this Deed, the management and administration of the Trust and/or the Trust Property shall vest with the Board.
- 8.2 The Managing Trustee shall chair the meetings of the Board ("**Board Meeting**") as the Chairperson of the Board Meeting;
- 8.3 On the Effective Date, the following Trustees shall constitute the Board and their designations shall be as follows:

#	Name of Trustee	Designation on the Board
		Managing Trustee ,Principal Trustee and First Trustee
		Principal Trustee and First Trustee
		Principal Trustee and First Trustee

- 8.4 Each of the Trustees hereby accepts such appointment on the terms and conditions provided herein.

## **9. MEETINGS OF THE BOARD**

- 9.1 The Board shall conduct at least 4 (four) Board Meetings in every financial year in such manner that 1 (one) Board Meeting is conducted every 3 (three) months in such financial year.
- 9.2 The Board Meeting shall be convened and chaired by the Managing Trustee.
- 9.3 In the event the Managing Trustee or such Principal Trustee authorized to be Chairperson, is unable to be present at the Board Meeting already convened, the Trustees present at the Board Meeting may elect any 1 (one) of the present Principal Trustees to preside over the Board Meeting as Chairperson.
- 9.4 The quorum required at the time of commencement of the Board Meeting and for passing of any resolution at the Board Meeting shall be at least 50% of the Trustees. The presence of at least 2 (two) Principal Trustees shall be required to constitute a valid quorum, unless specifically waived in writing by each of the Principal Trustees.
- 9.5 If a quorum is not present within half an hour of the time appointed for the Board Meeting or ceases to be present, the Board Meeting shall stand automatically adjourned by a week at the same time and the same location, unless all Trustees (including the Managing Trustee) have agreed or agree otherwise. If even at such adjourned Board Meeting, the quorum is not present within half an hour of the time appointed for the Board Meeting or ceases to be present, the Trustees present shall constitute quorum.
- 9.6 The decisions in respect of the Trust and/or the Trust Property shall be carried out by a resolution passed at a duly convened Board Meeting by a simple majority of the Trustees present and voting (being not less in number than the quorum required for the Board Meeting). In the event of equality of votes, the Chairperson presiding over the Board Meeting shall have a casting vote.
- 9.7 At least 7 (seven) Business Days clear written Notice (as defined below) shall be given to each of the Trustees for convening any Board Meeting. A Board Meeting may be called at a shorter notice with the consent of all the Trustees.
- 9.8 The Board shall maintain the minutes of the proceedings of every Board Meeting conducted and the original minutes shall be deposited at the office of the Trust and the Managing Trustee shall provide for the safe custody thereof.
- 9.9 A. The Board may invite other Persons interested in the Objects and necessary for the management and administration of the Trust to attend a Board Meeting, but such Persons shall not be entitled to vote on any matter in

the Board Meeting.

B. The Board may at its discretion may appoint as informal Advisory Committee (s) from time to time.

- 9.10 The Board Meeting shall be held in \_\_\_\_\_ or any other such place as may be decided mutually by the Principal Trustees. It is hereby clarified that the Trustees may be present for a Board Meeting physically or through electronic means such as video-conferencing, and such physical or electronic presence shall be considered for the purpose of ascertaining the validity of the quorum for a Board Meeting and for voting on a resolution proposed at a Board Meeting.

## **10. ADMINISTRATION OF THE TRUST**

- 10.1 A. The Board shall have the absolute control and superintendence over the management and administration of the Trust, subject to the provisions of this Deed.

B. The Board shall be authorised to employ and or appoint individuals and or agencies to carry out assignments required to achieve the objects of the trust.

- 10.2 The Trustee shall exercise the powers conferred on him/ her under this Deed or under Applicable Laws, with utmost prudence and shall not delegate his/her office, powers or duties (other than minor administrative functions), to any other Trustee or Person.

- 10.3 No Trustee shall commit any act or breach of trust in relation to the Trust or cause any Losses to the Trust Property or commit fraud in the administration and management of the Trust and/or the Trust Property.

- 10.4 The Trustees shall hold honorary office and shall not be entitled to any salary, allowances or perquisites, except for the reimbursement of actual expenses incurred in connection with attending to the Trust matters.

- 10.5 Subject to Applicable Law, the accounting year for the Trust shall be financial year commencing from the 1st day of April every year and ending on 31st day of March every succeeding year.

## **11. POWERS OF THE BOARD AND AFFIRMATIVE VOTE MATTERS**

- 11.1 Subject to the provisions of this Deed, including specifically Clause 11.2 below, and Applicable Laws, the Board shall have the following powers for the furtherance of the Objects of the Trust:

11.1.1 to apply the whole or any part of the Trust Property towards the payment of the expenses of the Trust;

11.1.2 to frame and enforce all such rules, regulations and /or bye-laws, not inconsistent with the express provisions of this Deed, the Objects of this Trust, or Applicable Laws, as the Board may deem prop-

er for (a) securing and facilitating the administration and management of the Trust and/or the Trust Property. The Board may, from time to time, repeal, alter, amend or rescind any such rules, regulations and/or bye-laws by passing necessary resolutions at a Board Meeting, in the manner provided in Clause 9 hereinabove;

11.1.3 to do all acts and things as may be deemed necessary and proper for the maintenance and auditing of the accounts of the Trust in accordance with the Applicable Laws;

11.1.4 to do all acts and things as may be deemed necessary and proper for discharging the duties of trustee and fulfilling any requirements in relation to the Trust, under the Applicable Laws;

11.1.5 to do all other acts and things as may be deemed necessary and proper for the administration and management of the Trust or Trust Property in furtherance of the Objects of the Trust; and

11.1.6 to acquire any premises on purchase, lease and license, leasehold or rental or any other basis for the purpose of conducting any activities of the Trust.

11.2 Notwithstanding the generality of Clause 11.1 above, the Board shall be entitled to pass resolutions in relation to the following matters only with a affirmative vote or written consent of at least 2 (two) of the Principal Trustees present and voting:

11.2.1 to borrow money, with or without security, on behalf of the Trust for the Objects of the Trust and to repay the same; provided that no Trustee shall borrow money for his/her own use;

11.2.2 to receive, collect and enforce recovery of all monies due or payable to the Trust and grant receipts and discharges in respect of any such recovery;

11.2.3 to settle, compromise or compound any disputes in relation to the Trust and/or the Trust Property or to initiate, conduct or defend any Proceedings in respect of the same;

11.2.4 to accept aid from any Person, by way of donations, grants, scholarships, contributions, subscriptions, legacy, etc. in cash or kind, in furtherance of the Objects of the Trust. In case the Board accepts such aid upon specific conditions in relation to applying of the aid, the Board shall ensure that such aid is applied subject to such conditions. The Board shall not accept any such aid upon any condition(s) which would be contrary to or inconsistent with the provisions of this Deed or Objects of the Trust or which would require the Trust to perpetuate the name of any Person other than that of the Settlor, with the provision of such aid;

11.2.5 to sell, dispose, alienate, convert or otherwise deal with any Trust Property in accordance with the

Applicable Law; provided that such sale, alienation, conversion or dealing of any trust Property does not interrupt the income of the Trust;

- 11.2.6 to purchase, rent, license or lease any immovable property forming a part of the Trust Property;
- 11.2.7 to open account(s) in the name of the Trust with any bank(s) and to operate such accounts in the manner as may be decided by the Board from time to time, subject to Clause 13.1.2 herein below;
- 11.2.8 to deposit any deeds, securities or instruments held by them on behalf of the Trust, with any banker, for safe custody and pay out of the Trust Property any sums payable for such custody;
- 11.2.9 to appoint or make provision for the appointment of any Persons, as employees, personnel, etc. for the purpose of the management or administration of the Trust and prescribe rules, regulations, terms and/or conditions in this regard;
- 11.2.10 to set apart and/or allocate any part of the income of the Trust Property for any of the Objects of the Trust;
- 11.2.11 to co-operate and/or associate with any other Person in India, having the same or similar charitable Objects as that of the Trust, upon such terms and conditions as the Board may decide from time to time;
- 11.2.12 to amalgamate with and/or acquire any other Entity established in India, having the same or similar charitable Objects as that of the Trust, upon such terms and conditions as the Board may decide from time to time;
- 11.2.13 to establish, organize, manage, operate, promote and/or assist any Entity in India, having the same or similar charitable Objects as that of the Trust, upon such terms and conditions as the Board may decide from time to time; and
- 11.2.14 to determine, from time to time, the amount of Trust Property it shall invest and the manner in which it shall make such investment and to make such investments in accordance with the provisions of the Applicable Laws.
- 11.2.15 to start new educational institutions, to expand the same and/or to expand the activities of the Trust.

11.2.16 to discontinue any activity conducted by the Trust or any educational institution set up by the Trust.

## **12. MANAGING TRUSTEE**

- 12.1 Trustee 1 is hereby appointed as the Managing Trustee of the Trust and shall hold such office of Managing Trustee for a period of 5 years which shall be renewable for further terms of 5 years each by the Principal Trustees. Subsequent to the demise of Trustee 1 or relinquishment of office of Managing Trustee by Trustee 1, the Principal Trustees may, as and when they deem fit, mutually elect and appoint any 1 (one) of the then prevailing Principal Trustees as Managing Trustee of the Trust by passing a resolution to such effect at a duly convened meeting of the Board.
- 12.2 The Managing Trustee appointed by the Principal Trustees, in the manner specified hereinabove, shall hold such office for 5 years term as stated in 12.1.

## **13. POWERS OF THE MANAGING TRUSTEE**

The Managing Trustee shall function under the overall supervision of the Board of the Trustees.

- 13.1 Subject to the provisions of this Deed the Managing Trustee shall exclusively have the following powers, in addition to executing the powers conferred by the Trustees and decisions taken and resolution passed under Clause 11 hereinabove by the Trustees, for the furtherance of the Objects of the Trust:
- 13.1.1 authorization to sign all deeds and documents, including agreements, affidavits, suits, replies, notices, authorization letters, contracts on behalf of the Board in respect of amounts not exceeding INR 25,00,000 (Indian Rupees Twenty Five Lakhs only);
  - 13.1.2 authorization to sign all cheques, bank documents, drafts, vouchers etc. in respect of such amounts and for such purpose(s) as may be agreed to by the Board;
  - 13.1.3 to open and/or operate account(s) with the bank(s) in the name of the Trust. The Board may, from time to time, authorize any Trustee or person to open and/or operate any such bank accounts(s), in the manner instructed by the Board.
  - 13.1.4 to decide and/or alter the curriculum, affiliation, etc. of the educational institutions operated by the Trust;
  - 13.1.5 to appoint or remove any agency or key management personnel including the Principal from any educational institution operated by the Trust; and

- 13.1.6 to co-ordinate with government authorities for procuring permissions, licenses and/or authorizations required in respect of the activities and operations of the Trust. To delegate any of these aforesaid powers with the approval of the Board to other individuals or agencies.

#### **14. VACANCY IN OFFICE OF TRUSTEE**

- 14.1 The office of a Trustee is automatically vacated on the occurrence of any of the following events:

- 14.1.1 on the death of a Trustee; or

- 14.1.2 on the Trustee intimating the Board of his/ her intention of retiring as a Trustee.

- 14.2 Any of the Regular Trustees shall be liable to be removed/ discharged from the office of Trustee, by a resolution passed by unanimous decision of the Principal Trustees at a duly convened Board Meeting, in the following circumstances:

- 14.2.1 the Regular Trustee has, in the preceding financial year, stayed outside India for a total period of 182 (one hundred and eighty two) days or more;

- 14.2.2 the Regular Trustee goes outside India on or for the purpose of taking up an employment outside India;

- 14.2.3 the Regular Trustee goes outside India for any purpose which would require him/her to reside outside India or to stay outside India for an uncertain period;

- 14.2.4 the Regular Trustee commits a breach of trust or any fraud in the administration and management of the Trust and/or the Trust property;

- 14.2.5 the Regular Trustee is negligent in performing his/ her duties or functions and Trust and/or Trust Property sustains Losses as a result of such negligence;

- 14.2.6 the Regular Trustee conducts the affairs of the Trust and/or the administration and management of the Trust Property in contravention of any provision of this Deed;

- 14.2.7 any action is initiated by any Governmental Authority against the Regular Trustee under any Applicable Laws;

- 14.2.8 the Regular Trustee is convicted for any offence by any Governmental Authority;

- 14.2.9 the Regular Trustee is arrested and such arrest continues for a period of 25 (twenty five) days;



14.2.10 the Regular Trustee is absent (i.e. without the prior written consent of the Board or without sufficient cause) for an aggregate of 3 (three) Board Meetings in period of 12 (twelve) months;

14.2.11 the Regular Trustee becomes unfit or personally incapable to act in the interest of the Trust in the opinion of a court of competent jurisdiction;

14.2.12 the Regular Trustee wilfully takes any action or the omits to take any action which would reasonably be known to be detrimental to the reputation or operation of the Trust;

14.2.13 the Regular Trustee is suffering from a disability which, in the written opinion of a registered medical practitioner, is of such a nature that he/she would not be in a position to carry out his/her functions/ duties in the manner provided under this Deed.

14.3 A Principal Trustee shall not be liable to be removed/ discharged from the office of Trustee in the circumstances specified in Clause 14.2 above, otherwise than through a resolution passed unanimously by the remaining Principal Trustees.

14.4 On the office of a Trustee being vacated, the Trust shall survive and the Trust Property shall be held by the remaining and continuing Trustees in accordance with the provisions of this Deed.

14.5 In the event any Principal Trustee ceases to hold office of Trustee as per the provisions of this Deed or Applicable Laws, the remaining Principal Trustees shall be entitled to jointly appoint any other Person as a Principal Trustee.

## **15. LIABILITY OF TRUSTEES**

15.1 Neither the Board as a whole nor any individual Trustee shall be liable for any act or omission, done in good faith and for the proper and lawful management and administration of the Trust.

15.2 In the event a Trustee commits a breach of trust, then notwithstanding the remedies available under the Applicable Law, the Trustee shall be liable to make good the Losses sustained by the Trust and/or to the Trust Property.

15.3 Subject to the provisions of the Applicable Laws, a Trustee shall not be liable for a breach of trust committed by another Trustee. However, where 1 (one) or more Trustees together commit a breach of trust or where 1(one) Trustee by his/her neglect enables the other to commit a breach of trust, such Trustees shall be jointly and severally liable for any Losses resulting from such a breach of trust.

## **16. AMENDMENTS**

- 16.1 The Principal Trustees may amend any of the Clauses of this Deed, except those whose amendment shall be contrary to or inconsistent with the Objects of the Trust.
- 16.2 Any amendment to this Deed shall be effected through supplementary deed(s) executed by all the Principal Trustees.
- 16.3 Subject to the provisions of this Clause 16, any amendment to this Deed, can be effectuated only if the quorum and other requirements specified in Clause 9 hereinabove are fulfilled.

## **17. APPLICABILITY OF INCOME TAX ACT, 1961**

All the provisions of this Deed are intended to secure certain exemptions (applicable at present or in the future), namely exemption from income tax payable on the income of contributions and donations to the Trust as applicable now or in future. Any provision(s) of this Deed which will have the effect of refusal of grant of such exemptions or the withdrawal of such exemptions under the Income Tax Act, 1961 on account of being repugnant to the relevant sections of the Income Tax Act, 1961 shall be deemed to be deleted or modified with effect from the date which such sections of the Income Tax Act, 1961 comes into force.

## **18. DISSOLUTION**

- 18.1 The Board may, at a duly convened Board Meeting, dissolve the Trust, by a resolution passed unanimously by the Board, on the occurrence of any of the following events:
- 18.1.1 the entire corpus constituting the Trust Property has been utilized and the Trustees are unable to accumulate or increase the Trust Property to the level estimated as required for the operation of the Trust, for a continuous period of 12 (twelve) months;
- 18.1.2 the Trust is amalgamated with or acquired by another entity with charitable objects similar to the Objects of the Trust, in accordance with the provisions of this Deed and Applicable Laws;
- 18.1.3 it becomes impossible to perform the Objects or purpose for which the Trust was established due to a change in Applicable Laws or occurrence of any force majeure event;
- 18.1.4 if a court of competent jurisdiction passes any order which has the effect of rendering the Trust inoperative;
- 18.1.5 if in the opinion of the Trustees the Trust is required to be dissolved; and/or

18.1.6 if the office of more than two third of the Trustees remains vacant for a continuous period of 12 (twelve) months.

18.2 In the event of dissolution of the Trust, unless otherwise ordered by a court of competent jurisdiction, the entire Trust Property shall be realized and first be used for payment of liabilities of the Trust. The Trust Property remaining pursuant to the above shall be transferred to another entity having charitable objects similar to the Objects of the Trust.

## **19. GOVERNING LAW AND DISPUTE RESOLUTION**

19.1 The Trust hereby created and the provisions of this Deed shall be subject to and governed by the laws of India.

19.2 If any dispute arises in respect of the validity, interpretation, implementation, breach, non-compliance, default or violation of any provision of this Deed between the Settlor and/or Trustees or their respective representatives, then the dispute shall be referred to and resolved by arbitration to be conducted by the sole in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made thereunder. The arbitration proceedings shall be governed by and shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modification thereof made from time to time and for the time being in force.

19.3 All arbitration proceedings shall be conducted in the English language and the seat, venue and place of arbitration shall be \_\_\_\_\_.

## **20. GOVERNING LAW AND JURISDICTION**

20.1 This Deed shall be governed in accordance with laws of India.

20.2 Subject to provisions of Clause 19 above, any legal action or proceedings arising out of or in connection with this Deed shall be brought in the courts and tribunals of competent jurisdiction at \_\_\_\_\_ who shall have exclusive jurisdiction.

## **21. MISCELLANEOUS**

21.1 Entire Deed

This Deed constitutes the entire agreement between the Settlor and the Trustees and shall supersede all negotiations, preliminary agreements, and all prior and contemporaneous discussions and understandings in connection with the subject matter hereof.

## 21.2 Severability

If any paragraph, sub-paragraph, or provision of this Deed, or the application of such paragraph, sub-paragraph, or provision, is held invalid by a court of competent jurisdiction, the remainder of this Deed, and the application of such paragraph, sub-paragraph, or provision to Persons, or circumstances other than those with respect to which it is held invalid shall not be affected.

## 21.3 Survival

Termination of this Deed shall not affect those provisions hereof that by their nature are intended to survive such termination.

## 21.4 Effective Date

This Deed will come into effect on the Effective Date.

## 21.5 Costs and Expenses

All costs, charges and expenses of and incidental to the preparation and completion of this Deed including the stamp duty, registration charges, and all other costs, charges relating to this Deed under any enactment governing such trusts and those from time to time incurred by Trustees in connection with the administration of this Trust shall be paid out of the Trust Property and shall be paid to the person or persons entitled to the same under the provisions of this Deed.

IN WITNESS WHEREOF THE SETTLOR AND THE TRUSTEES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS TO THESE PRESENTS ON THE DAY, MONTH AND YEAR HEREIN WRITTEN:

SIGNED AND DELIVERED	)	
BY THE WITHINNAMED " <b>SETTLOR</b> "	)	
	)	
SIGNED AND DELIVERED		
BY THE WITHINNAMED " <b>TRUSTEE 1</b> "	)	
SIGNED AND DELIVERED	)	
BY THE WITHINNAMED " <b>TRUSTEE 2</b> "	)	
SIGNED AND DELIVERED	)	
BY THE WITHINNAMED " <b>TRUSTEE 3</b> "	)	
<b>WITNESSES:</b>		
1. _____		
Name:		
Address:		
2. _____		
Name:		
Address:		

## GUIDING VALUES OF GDP FOUNDATION

### INTEGRITY

Integrity will always be our core. It is the propeller that will re-build the world and move it forward.

#### INTEGRITY at GDP Foundation is:

- 1) Highest levels of professional and ethical practices & standards in every program & projects we undertake, in our relationships with stake holders, vendors, partners, donors and sponsors.
- 2) Our processes and management will be transparent, and we will always disclose any potential conflicts of interest.
- 3) We will always create a work environment that helps all our stake holders both internally & externally to thrive personally and professionally.

### ACCOUNTABILITY

With Integrity, Impact & Diversity we will be accountable to each other at GDP Foundation, to our vision – mission for our three pillar – SPEED /CSR INCUBATOR /HOPE-KART, to our sponsors, donors, society at large, to the laws that govern entities like ours and to 'Make social systems work'

#### ACCOUNTABILITY at GDP foundation is:

- 1) Building Social start up Incubators in Goa ,India and worldwide in next 3 years.
- 2) To make CSR programs /projects thoughtful, purposeful and result oriented by providing state of art consulting services.
- 3) To build platforms for large scale community involvement for welfare based development.



### IMPACT

With integrity at our core, we will strive hard to create positive impact to create a ecosystem of "Welfare based Development" with a sense of urgency but recognize that meaningful change requires sustained investment over time in those living and working closest to the problems. For this reason, we will focus on strengthening social start ups, thoughtful CSR and Community involvement.

#### IMPACT at GDP Foundation is:

- 1) We make good on our promises by emphasizing ROI and ROTI in everything we do, when you partner with us.
- 2) Through research we will tap into our understanding of the evolving shifts to keep your work at the forefront of philanthropy.
- 3) We will innovate and adapt as we work with you to realize your objectives.

### DIVERSITY

With Integrity & Impact, GDP Foundation's growth & development will always welcome the Diversity that is brought to the table.

#### DIVERSITY at GDP foundation is:

- 1) To work with a broad range of clients, programs & projects, location, partners and communities.
- 2) To advocate for a variety of voices, views, experiences and ideas as we help bring your philanthropic vision to light.
- 3) Our commitment to diversity is reflected in our trustees, partners, beneficiaries who represent the communities in which we live, work and serve.



## **04. OPERATIONAL SOP**



## ANNEXURE

## FLOW STAGES FOR CHARTER FORMATION AND OPERATION

STAGE	ACTIVITY	WEEK FLOW
1	CHARTER DOCUMENTS READING	WK 1
2	DOCUMENT RELATED ORINETTAION /CLARIFICATIONS LEGAL RELATED – MR.AMEYA SALATRY STATUTORY /FINANCE/ACCOUNTING – MR.SANDESH PRABHUKHANOLKAR CHARTER OPERATIONS – MR.KISHORE SHAH IOT /TECH – MR.PARAG VELUSKER	WK 2
3	PAYMENT OF DONATION TO GDP FOUNDATION	WK 3
4	SIGNING OF AGREEMENTS –CHARTER FORMATION AGREEMENT /LICENCE TO USE TMS	WK 3
5	CHARTER – TRUST FORMATION /SHARING OF TRUST DEED AGREEMENT	WK 4
6	ON BOARD MINIMUM PRESCRIBED MEMBERS	WK 5-6
7	CHARTER RECOGNITION (SUBJECT TO COMPLAINEE & SUBMISSION OF DOCUMENTS OF 3,4,5,6)	WK
7	CHARTER INDUCTION /ORINETATION PROGRAM –ON-LINE	WK 7
8	SUBMISSION OF CHARTER STRATEGIC & EXECUTION BLUE PRINTS	WK 8
9	REVIEW /DELIBERATIONS ON BLUE PRINT	WK-9
10	CHARTER GOES LIVE	WK -10
11	HAND HOLDING (once a week detail review /recommendations )	WK 11– WK 20

## INTEGRATION FLOW (REPORTS /REVIEW WITH GDP FOUNDATION TRUSTEES)

SR	SUBMISSIONS /REVIEW	TIME LINE	TO WHOM
1	CHARTER PROGRAM/PROJECTS /SUSTAINABILITY REPORT	By 29 <sup>th</sup> of each month	KISHORE SHAH
2	TRANSFER OF FUNDS (MEMBERSHIP ) with report	By 30 <sup>th</sup> of each month	SANDESH PRABHUKHA-NOLKAR
3	TRANSFER OF GDP TALKS /VALUE ADDED SERVICES SHARE OF FUNDS with report	By 30 <sup>th</sup> of each month	SANDESH PRABHUKHA-NOLKAR
4	IOT /TECHNOLOGY INSTALLATION /UPGRADATION REPORT	Once a Qtr	PARAG VELUSKER
5	LEGAL /STATUTORY COMPLIANCES RPEORT	Once a Qtr	AMEYA SALATRY
6	CHARTER ACCOUNTING RECONCILATION REPORT	Once a Qtr	SANDESH PRABHUKHA-NOLKAR



**SPEED**



**CSR  
INCUBATOR**



**HOPEKART**



**SEIZE**

Emerging Opportunities For  
Women Empowerment

**RE-FOCUS**

Research Based Felt Needs  
For CSR

**EXPLORE**

Large Scale Community Involvement  
For Better Solutions



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