

City Connect “Citizen Centric Industry Led Autonomous Platforms”

A Tool Kit



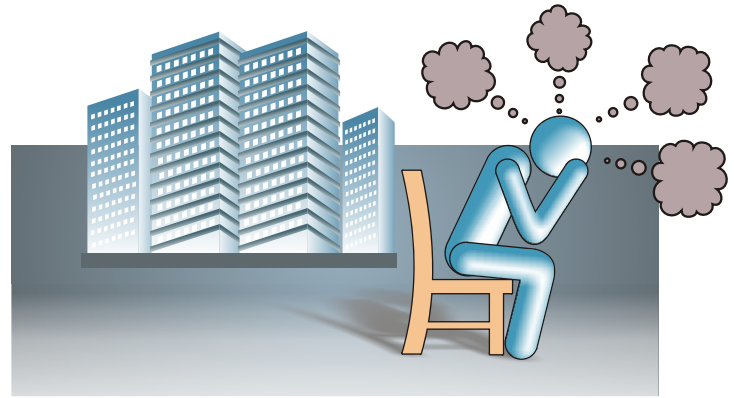


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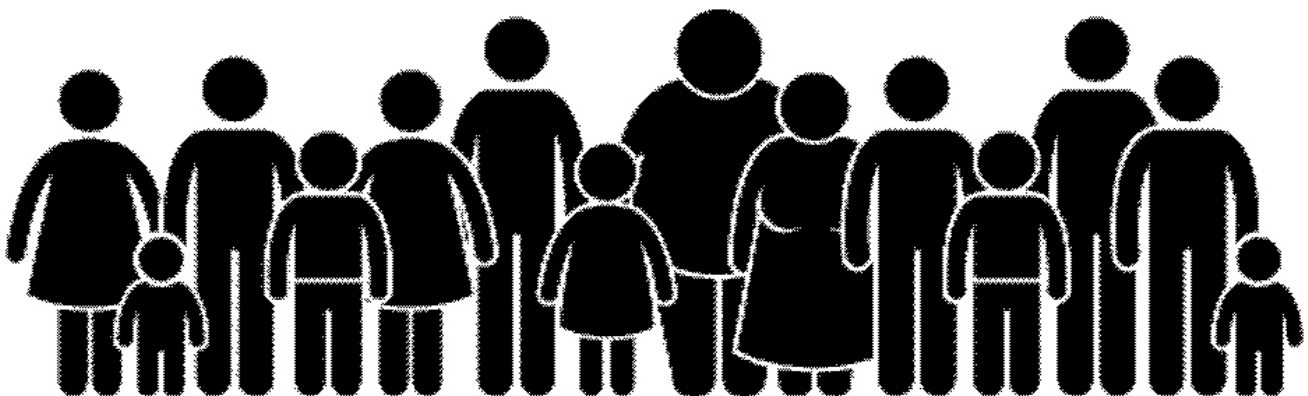
Introduction

Increasingly, the urban quality of life is under stress given rapid growth affecting all sections of society. Adhoc approaches to fix immediate problems have not yielded lasting results and the city problems continue to fester.

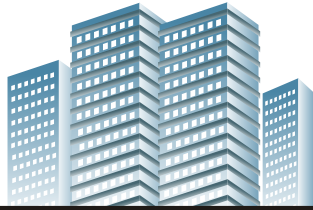


Private industries and Government are keen that cities improve and their appeal as an investment destination is maintained. They desire improvement in physical infrastructure and social indicators. Our cities face similar problems across the country - traffic, water shortage, pollution, garbage etc. The solution set is reasonably well known. What is needed is local initiative to make it happen.

City Connect is a niche initiative of India@75 in the urbanization space which essentially is 'Citizen Centric Industry Led Autonomous Platforms' facilitating convergence of stakeholders in a city to generate consensus and to work collaboratively with the ULBs by acting as an interface between the local administration and the citizenry. City Connect enables collation of the aspirations of people, prioritize issues in a city, undertake pilots (through sponsorship from industry), document the process and then reach out to the local administration with innovative and economical solutions for scaling up.



Getting Involved - Selection Criteria



Cities

- A CII state/ Zonal office for strong industry support.
- Strong and active CII membership.
- Prioritized by the Union / State Governments under missions like smart city.



Members

- The founder trustees should preferably be CII members.
- Senior CII members – past State chair or Zonal chair are preferred.
- Must be residing in the city / have business interest and should preferably be second or third generation business owners.
- Should be passionate about making the city more liveable for all citizens.
- Willing to stay committed to the cause.
- Have good connections with the local / state government.

















Registration of Platform

- This will be a 'not for profit' body a Trust, Society or Sec 8 company.
- There will be a statutory governing council, an executive committee and working committees.
- 'Platform capture' is something that cannot be allowed, the charter must provide for dealing with any such act.
- This platform is meant for greater public good and is not to be exploited for personal / business promotion.

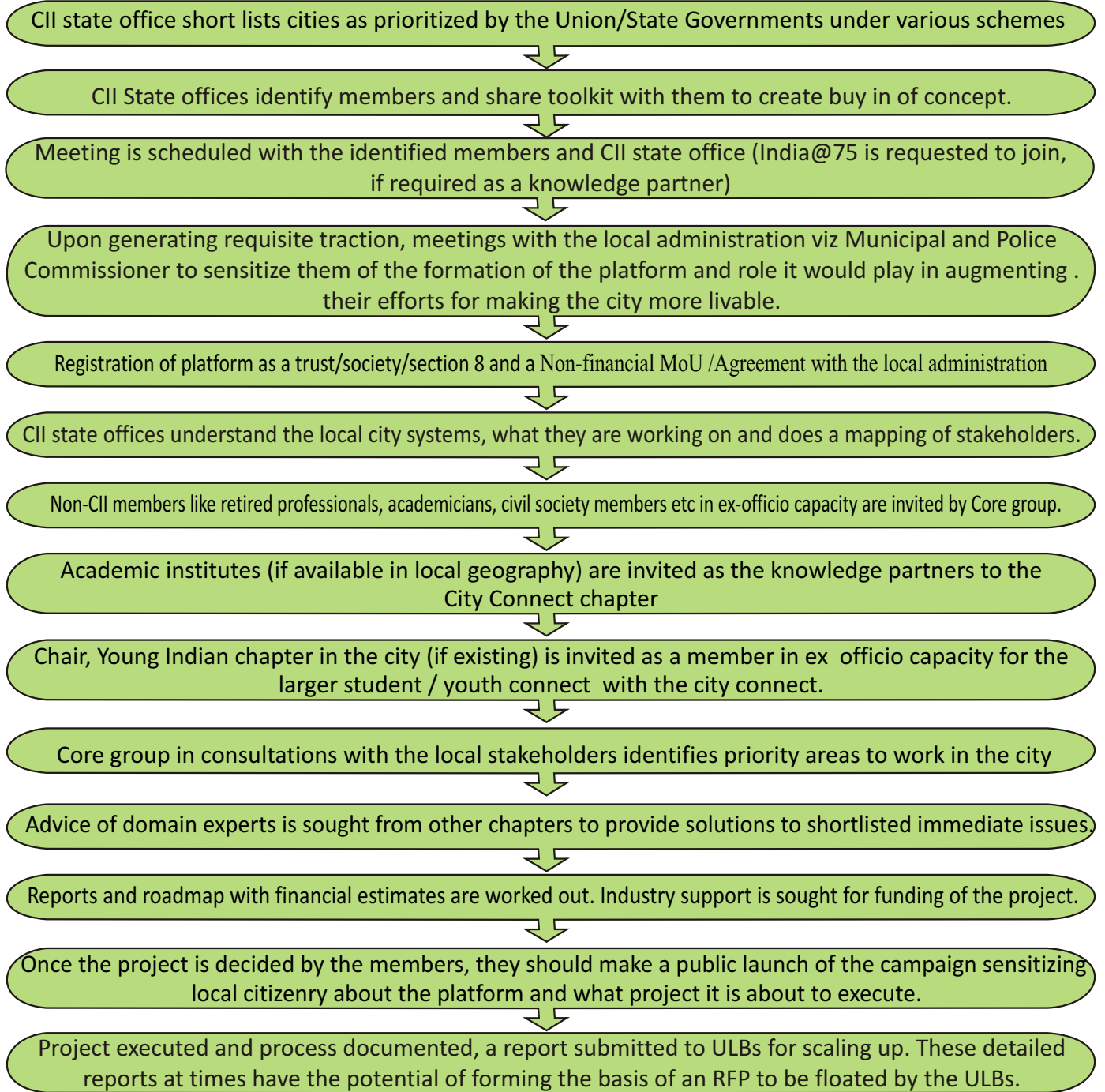
Key areas of focus

Understanding the city systems and mapping of various stakeholders needs to be done by India@75/CII state offices and proposed members. Decisions have to be made on what kind of projects are to be taken up by the members of the city connect platform which should also be aligned to the aspirations of civic agencies and embrace issues dear to them.

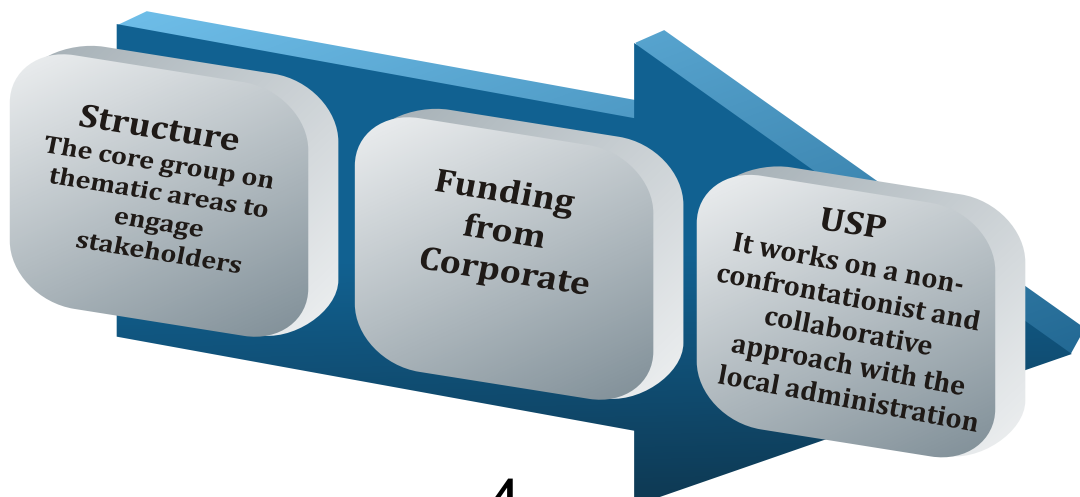
Vox Populi - List of woes common across cities. Each city faces the same list of problems only the prioritization changes in different geographies.

VOX POPULI			
Traffic		Corruption	
Pedestrians		Citizen unfriendly	
Public Transport		Power	
Garbage		Health	
Road		Stray Dogs	
Water Supply		Pollution	
Sewage		Safety	
Drains		Art & Culture etc.	

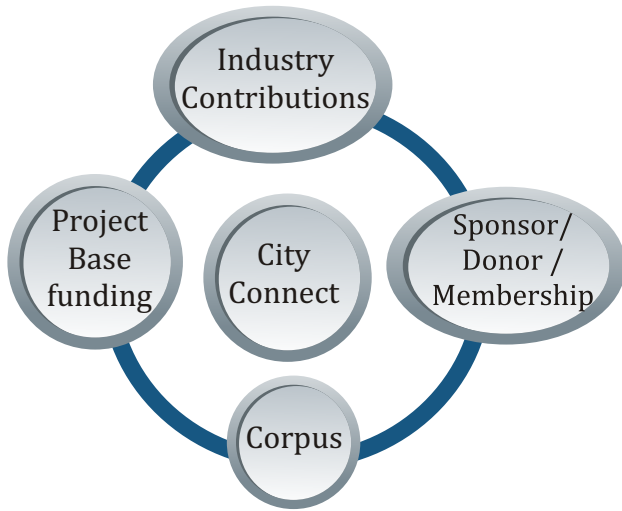
Process of City Model



Characteristics of the City Connect Model



Funding of Platform



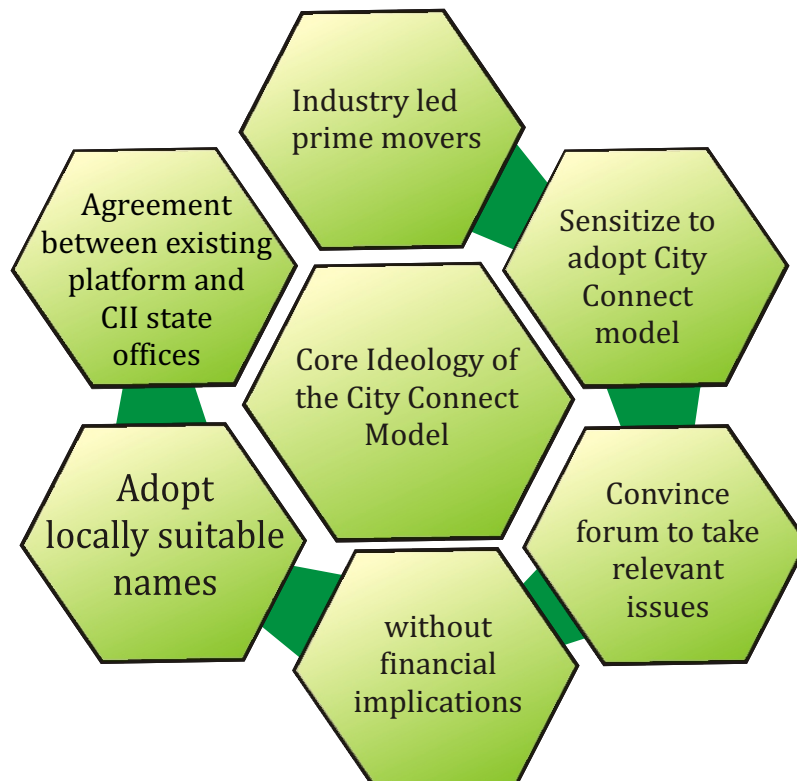
FUNDING FROM GOVERNMENT



Note: No funds to be taken from any government agencies as that would make the platform vulnerable to the vagaries of RTI. The foundation should apply for 80-G certification for receiving donations.

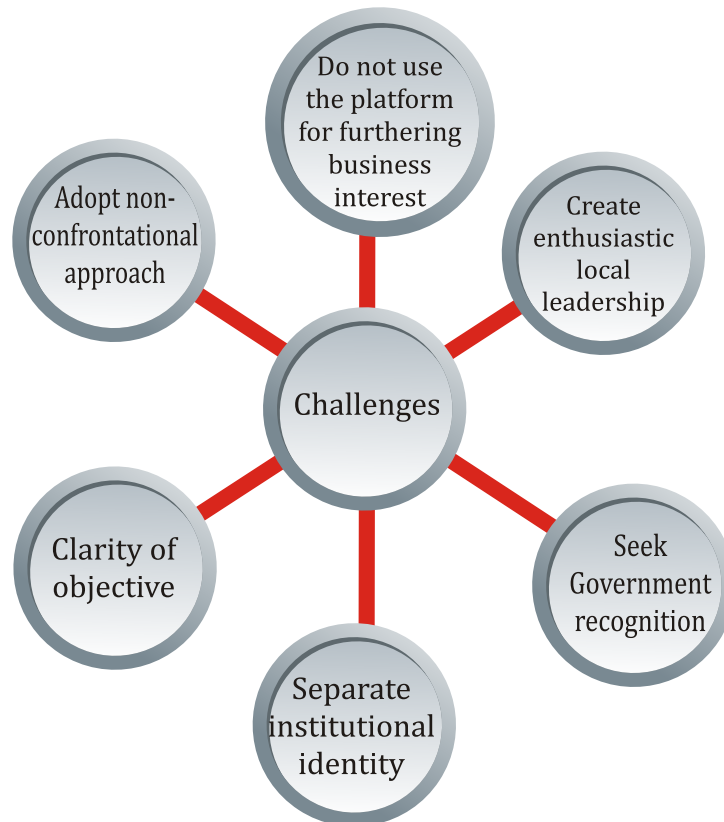
Alternative Approach to City Connect model

Partnership Model for small towns: The standard approach of one size fits all, that has met with success in other cities may not apply to the other small cities. Hence, it may be prudent to continue with the existing model of the City Connect for big cities and a modified one for smaller towns.



Challenges in Creation of a Platform

Challenges give us an opportunity for learning new skills, adopting new habits and experiencing new things; there is a higher success rate when goals are set as a challenge.



Annexures

- **Annexure A: FAQs** A list of frequently asked questions (FAQs) and answers related to City Connects. It has been compiled after interacting with multiple stakeholders in various cities. The purpose is to provide information on frequent questions or concerns in an organised and systematic manner.
- **Annexure B: Sample Trust Deed**
- **Annexure C: Master PowerPoint Presentation** It will be helpful for awareness and sensitization as well as setting the context with stakeholders.

ANNEXURE A: Frequently Asked Questions (FAQs)

- 1. *Why is CII taking the initiative for creation of a City Connect platform?***
CII in 2009 under its India@75 program evolved a vision document by collating people's aspirations and mapping them against the vision of Prof CK Prahalad. The vision document has 10 themes; Urbanization is one of them, which aims at creating 500 world class cities by the year 2022. Through this initiative, CII endeavours to contribute to the nation building exercise by involving the citizens in creating a city of their dreams by working in a cohesive and collaborative manner within a structured framework to sustainability.
- 2. *Why Industry is being asked to lead the initiative?***
Business will benefit if a city works for all its citizens. Business, as part of the elite, has a responsibility to take the lead. Business has the necessary contacts with Government and access to funds that are required for the platform. Business involvement in the urban governance space will benefit due to better productivity and quality of life. The Corporate sector has convening power with Government to ask for initiatives that benefit all citizens in a city.
- 3. *Why create a City Connect Platform when NGOs, Resident Welfare Organization (RWAs), Volunteer Organizations, etc are involved in this space?***
A platform can synergise efforts of all stakeholders involved in the city space. It can provide these organisations a forum to voice their concerns and be part of finding the solution along with government agencies. The local authorities will also welcome such an integrated platform.
- 4. *Why create a Platform when we have instruments like RTI and PIL to make the local administration accountable?***
This platform is non-confrontational and collaborative in its outlook. It recognises we are in a collective mess and need to work together to improve city life. Existence of the platform does not rule out any individual using the route of RTI and PIL.
- 5. *Why does the Platform have to be city specific and not for a whole State?***
Local citizens need to come forward to fix their own cities. Yes, the problems and solution set are common across the country but only local initiative will help fix any city. One cannot expect someone based in City X to worry about finding solutions and contributing money for City Y. The issues are best addressed by the locals through a city based platform. They are the ones with the requisite passion to fix their own city.
- 6. *Who are the other members of a City Connect platform?***
Apart from business firms, the platform can have industry associations, NGOs, Resident welfare associations, educational institutions, social clubs like Rotary, Lions, etc.
- 7. *How can the Platform engage the other stakeholders like NGO, associations, etc.?***
The City Connect platform belongs to all stakeholders. The projects undertaken under the platform are based on inputs from its members it is inclusive in its functioning. For operational purposes, there are working committees under the Executive Council set up to handle the various projects, functions.

8. ***Is Government part of this Platform?***

Not as members this is a platform for those not in government to provide support to government. Government is the partner to the platform across the table. Retired government officials can be members under the platform to provide domain knowledge and expertise.

9. ***Why do we require funds for the Platform?***

Urban planning professionals or domain knowledge is required to deliver on the City Connect platform promise. This costs money though there will be instances of professional firms and professionals providing pro bono assistance. They work on projects identified under the platform. The platform may also decide to spend seed money on establishing proof of concept or data collection work or put out a report. The role of the platform is like an Angel fund. So funding the platform is necessary.

10. ***How will the City Connect Platform be funded?***

The funding is mainly by industry contributions as sponsors/donors or membership fees. No money is to be taken from any government agency. The Foundation should apply for 80-G certification for donations.

11. ***How much funds are required per annum?***

It depends on the technical resources hired and the kind of projects undertaken. In larger cities like Chennai and Bangalore where the platform is operational the spending is between Rs. 2-3 lakhs / month. One expects that a city should be confident of raising Rs. 1 lakh a month for this exercise to be productive.

12. ***Is funding a pre-requisite for creation of a Platform?***

No. The funds can kick in as and when required. It is also possible to find a project sponsor and commence a project. The key point is unless money investments are done by the Platform, the Government system will not take the Platform initiatives seriously. Ideally industry must make commitments to fund in due course.

13. ***Can the Government be requested for funds?***

No. In order to maintain the independence and neutrality of the Platform it is recommended that no Government funding should come into the platform. However, Government is expected to do all the serious spending on projects that gets done under the partnership under their normal tendering process.

14. ***How are the funds accounted?***

City Connect is normally set up as a Trust in any city. These are to be audited by CAs, as would be applicable for any entity under statutory laws.

15. ***What will be the status of this Platform?***

This City Connect Platform will be an autonomous body with a legal identity. It will be formulate its own charter with founding members. It can be set up as a Trust, a Society or Section 8 non-profit company.

16. ***Who will provide secretarial support?***

Initially, industry members / association can extend the support. Once the Platform is established and funding issues are resolved then it should have its own Secretariat.

17. ***What kind of challenges can be expected in functioning of the Platform?***

The first challenge is to set up the platform by finding a core group of 3-5 members. This takes time since the people concerned need to understand what's involved and be convinced that this is a good route to adopt. Getting government to partner with the City Connect platform is another important step. There will be agencies that will gladly cooperate and there will be some who don't. One has to work away at reducing the scepticism of the venture by credible delivery. Funds (Platform, Government) can be a constraint. Many of these issues will ease out with the passage of time as the Platform acquires visibility and credibility in the eyes of the local population and administration.

18. ***What will be the relationship of the Platform with the Government machinery?***

The Platform's charter will clearly specify that it will work in a collaborative and not a confrontationist approach with the Govt. Effort is required to get government buy in to the idea of the platform.

19. ***What is the proposed model of the Platform?***

- This will be a 'not for profit' body a Trust, Society or Sec 8 with 3-7 founding members
- Funds will be raised from contributing industry members, donors
- There will be a statutory governing council, an executive committee and working committees to be decided based on the projects undertaken.

20. ***How can the Platform in one city benefit from the experience of other Platforms in other cities?***

India@75 will act as the knowledge repository and facilitate cross-pollination of ideas across cities. Subsequently, the Platforms across the country will be linked through a web site.

21. ***What will be the involvement of CII in the affairs of this Platform in the longer run?***

CII is only facilitating the setting up of the Platform and will have no day to day involvement. However, the Platform can always lean on local /state CII office for support in the initial phase for Secretarial assistance.

22. ***Do we have to call the Platforms as City Connect only?***

Not necessary, but the objectives of the platform should be in consonance with the City Connect platform being advocated.

23. ***How do we prevent the misuse of the Platform by members from exploiting the forum for furthering their business or exploiting its resources for betterment of their areas of interest?***

'Platform capture' is something that cannot be allowed. The Trust charter must provide for dealing with any such act. This platform is meant for the greater public good and is not to be hijacked for personal gains. The intent is that the concern of any citizen (particularly the poor) is equally important. The core group in each city have to build in mechanisms to ensure smooth governance.

24. ***What are the revenue options of making this Platform self-sustaining in longer run?***

Industry and in due course other associations, establishments and citizens are expected to contribute financially and through volunteer energy on a regular basis. This is to be seen as investment leading to better quality of life in the city for all citizens. There is no revenue model contemplated in the City Connect platform.

ANNEXURE B: Template Deed of Trust

THIS DEED OF TRUST executed at @@ this day @@.

WHEREAS CONFEDERATION OF INDIAN INDUSTRY (CII) is a non-government, not-for-profit organization and **an all India institution of industry players that has taken up a number of initiatives for the growth of Indian Industry. Under its India@75 initiative, CII is helping catalyze an urban governance platform across cities in India. In each city, socially conscious representatives from business and industry are brought together to form a local city connect platform.**

AND WHEREAS, with this in view CII has explored new ways for the corporate sector in @@ to engage with urban governance and formed an initial founder group of interested citizens who have adopted a charter for the City Connect platform as its core beliefs. The founder group has asked @@, aged @@ years, residing at @@ to be the “the Author”, which term shall wherever the context permits mean and include its successors-in-interest and assigns.

CHARTER FOR CITY CONNECT

- We REALIZE that Government is mandated with the task of urban governance and we wish to supplement the Government's efforts where desired.
- We RECOGNISE that Urban Governance is more complex than we had previously thought, and are willing to collaborate with the State and local Government to improve @@ for all its citizens, particularly the underprivileged
- We SUBSCRIBE to the view that for cities to be vibrant centers of economic activity and innovation, they need to have a Competitive Economy, Social Equity and Quality Environment.
- We BELIEVE that there is a strong need for corporate leadership in this area, thinking beyond the needs of our own institutions, and along the lines of City Stewardship.
- We ACKNOWLEDGE that the path to improving our cities will take sustained effort and patience to take us through the stages of transformation initiation, mobilization and collaborative action along with government to result in sustainable change.
- We ACCEPT that the City Connect platform is not a forum to criticize the government but to find ways and means to work collectively to improve the quality of living in the city

Keeping the above in mind, the Author is COMMITTED to the following Action Steps:

1. Help establish a @@ CITY CONNECT PLATFORM: This platform will be:
 - a. A network for multiple stakeholders to come together

- b. Supported by a technical resource group in its activities that is funded by the platform
- 2. The focus of the CITY CONNECT platform will be to:
 - a. Engage with State and city government
 - b. Work with government agencies on specific projects and initiatives to improve the quality of life for all its citizens
 - c. Collaborate with other similar platforms in other cities
 - d. Identify quick wins that
 - i. Support the urban governance initiatives
 - ii. Create momentum
 - iii. Bring more people into the process

- **WHEREAS, pursuant to the above, the Author is desirous of establishing a separate irrevocable public charitable institution through which could be achieved the purposes, intents and objects of the Charter and those hereinafter contained.**

- **WHEREAS, pursuant to the above, the Author of the Trust, hereby declares a Trust by contributing a sum of Rs. 1001/- (Rupees Thousand and one only) as the “Trust Property” and transfers and delivers the same to the Board of Trustees to hold the same upon Trust for the objects hereinafter detailed and subject to the terms and conditions stipulated hereinafter.**

- **WHEREAS, the Author of the Trust hereby appoints the following persons to manage the affairs of the Trust:**

- @@@

- @@@

- @@@

hereinafter referred to as the **FIRST TRUSTEES** of the Trust.

- **AND WHEREAS, the Trustees named herein, accept their appointments as the First Trustees and acknowledge the receipt of the Trust funds of Rs.1001/- (Rupees Thousand and One only) donated by the Author, for and on behalf of the Trust.**

NOW THIS DEED OF TRUST WITNESSETH AS FOLLOWS:

- 1. In the interpretation of these presents, unless repugnant to the subject or context:
 - 1.1. The expression “Trustees” shall mean the first trustees, the trustees from time to time nominated/ appointed under these presents and the Author's representative as ex officio Trustee
 - 1.2. Words importing the masculine gender also include the feminine gender.
 - 1.3. The term `person' shall be deemed to include companies, societies, trusts, firms, association of persons, joint families, government and government agencies.

2. The Author of the Trust herein hereby declares the sum of Rs.1,001/- (Rupees Thousand and one only) as the Trust property and has transferred, assigned and delivered the same to the Board of Trustees named hereinbelow, who shall hereafter stand possessed of the Trust Property and funds (which expression, wherever the context permits, shall hereafter include all investments in cash or in kind or in any nature whatever into and for which the said property or any part/s thereof may from time to time be converted, varied or exchanged and/or such other investments as may be held by the Board of Trustees from time to time in relation to these presents with all income, property, additions and alterations thereof by using and/or investing such Trust Property) upon Trust for the objects set out herein and subject to the provisions and conditions hereinafter contained, in this instrument.
 - 2.1. The name of the Trust shall be **@ CITY CONNECT FOUNDATION (@CCF)**. However, the name of the Trust may be changed to such name/s from time to time as may be decided by the Board of Trustees. In this Trust Deed, unless there is anything in the context repugnant and inconsistent therewith, the terms **THE TRUST** shall mean **@ CITY CONNECT FOUNDATION (@CCF)** and its successors in interest.
 - 2.2. The Head Office of the Trust shall be situated at @@. The Board of Trustees may shift the Head Office or set up branch offices at such place or places as may be determined by them, from time to time.
 - 2.3. The Trust created by the Author of the Trust is not and shall not be revocable under any circumstances.

3. **AIMS AND OBJECTIVES OF THE TRUST**

- 3.1. The overarching objectives of the Trust are to develop and build long-term sustainable solutions for urban governance and thereby improve the quality of urban life for all stakeholders in a holistic manner. The objectives of the Trust are to carry on the following developmental, social and charitable activities in the @@ region. Accordingly, the aims and objectives are:
 - 3.1.1. To assist in areas for improvement of urban governance and quality of life in @@
 - 3.1.2. To liaison with government and statutory bodies and authorities and assist in the planned development, growth and improvement of the @@ region in all possible manner with specific emphasis on the workings of public services and utilities such as water, roads, land use, garbage and waste disposal, sewage, power, education, health care, sports, community amenities, telephones and other means of communication, transportation and, the improvement of @@ corporations and other developmental bodies.
 - 3.1.3. To undertake, sponsor, fund independently or through other organisations, all forms of research, feasibility studies, surveys, development of information and data collection centers and systems, fund study tours, seminars, exhibitions and such other activities which may be found necessary for the improvement of urban and rural management in the City and, provide the assistance and infrastructure whether capital or revenue for the implementation of the schemes undertaken by the government, by the Trust or otherwise,.

- 3.1.4. To foster the spirit of volunteering and contributing to the social causes and to act as a collaborator or facilitator on specific initiatives that are part of the objects of the Trust including specific donor projects and projects that involves government and private sector participation.
- 3.1.5. To disseminate knowledge and undertake such action as may be required to create a positive awareness amongst the general public in areas of civic sense, civic responsibilities, civil liberties, duties and obligations of individual citizens towards society. This includes, but is not restricted to, the conduct of seminars, symposiums, discussions, debates, lectures or any other such activity, and the publication of books, periodicals, journals, bulletins and newsletters for propagating all or any of the above mentioned activities, without violating the provisions of section 11(4A) read with section 80G(5) of the Income Tax Act, 1961.
- 3.1.6. To make representations, take follow-up action for and on behalf of any individual or associations or society at large before the State or Central Government or Civil Bodies including Municipalities, Corporations, Panchayats and the like for issues that are related to the Urban Governance Framework. This includes, but is not restricted to taking appropriate legal action by way of public interest litigation, irrespective of the cost involved, and/or by mobilising public opinion.
- 3.1.7. To Institute prizes, awards and rewards to those who have achieved renown both nationally or internationally in the field of urban governance.
- 3.1.8. To accept donation, whether in cash or in kind, with specific direction from the donor on the manner in which the said funds or incometherefrom is to be utilised for specified charitable purposes related to the Urban Governance.
- 3.1.9. To organise, conduct, sponsor, participate, supervise in any activity, cultural plays, music performance, dances, arts and all legitimate activities to raise funds for and in furtherance of the objects of the Trust.
- 3.1.10. To establish specific schemes that are in line with the Urban Governance goals, for the improvement of @@ and its surrounding areas and to accept donations, whether in cash or in kind, for utilization strictly in terms with the specific schemes. Such schemes shall have to be spelt out in writing, will have to be unanimously approved by the Board and provided to all donors for the scheme before the donation is accepted.
- 3.1.11. To participate or take over or join or be associated with any other body, Trust, Institution, Society, Company, Firm, Association registered or otherwise, industry, voluntary, social or community service organisations, co-operative societies or any other group of individuals who have objects similar to that of this Trust together with all assets, liabilities, properties thereof, the manner and extent of such participation, taking over or merging or joining or association being decided by the Trustees in relation to the circumstances of each case.

PROVIDED that such participation, taking over or merging or joining or association does not

adversely affect or alter to disadvantage of this Trust any of the objects set out in this deed.

3.1.12. To do such other things, either alone or in conjunction with others as are incidental, ancillary, supplemental or conducive to the attainment of the above.

3.2. The Trust shall pursue the aforesaid objects without profit motive and none of the aforesaid objects shall involve the carrying on of any business or trade or other activity for profit.

3.3. It is expressly declared that the objects set forth hereinabove shall have the widest possible construction, shall be independent of each and its furtherance shall be carried out without any distinction or discrimination on the basis of caste, religion, race or colour.

4. MEMBERSHIP

4.1. Lifetime Members

The Author through its designated representative which will be communicated in writing to the Board of Trustees shall be a Lifetime member of the Trust as an ex officio Trustee. The Author on an annual basis will designate a person who will be represent the Author for a period of one year on a rotating basis.

4.2. Sponsor Members

Any organization approved and invited by the Trustees on the terms set out by the Trustees shall be sponsors of the Trust and remain a member during the tenure of their sponsorship. Sponsor members can choose to opt out of the Trust on their own volition.

4.3. Industry Association Members

Any industry association operating in @@ can become Industry Association Members (IA Members) of the Trust on the invitation of the Trust and on the terms and conditions set out by the Trustees for such period or periods as the Trustees may, at its sole discretion, determine from time to time.

4.4. CSO Members

Community Service Organisations (CSO) like NGOs, Social clubs, etc. can, on the invitation of the Trustees become CSO members on the terms and conditions Setout by the Trust if any, for such period or periods as the Trustees may, at its sole discretion, determine from time to time.

4.5. Individual Members

Any industry or organization or individual can become a member on the terms and conditions set out by the Trustees, if any, for such period or periods as the Trustees may, at its sole discretion, determine from time to time.

5. BENEFICIARIES OF THE TRUST

5.1. The Trust shall be a public, charitable Trust open to all persons irrespective of caste,

creed or religion. The Trustees, however, shall have the discretion to determine the persons who shall have the benefit under the Trust and the decision of the Trustees in this regard shall be final and shall not be called into question by any person.

6. TRUST FUNDS

- 6.1. The Trust Fund shall consist of the amount transferred by the Author of the Trust as herein before stated, and all other amount or amounts, assets or properties, donations or gifts received, in any manner whatsoever, which the Trustees may deem fit and proper to accept in their discretion, which is final and conclusive and all other contributions, accumulation and accretions or surpluses remaining out of the fund, after defraying the expenses incurred for the fulfillment of the objects of the Trust.
- 6.2. The Trustees shall hold the Trust Fund for the sole benefit, use and application towards the objects of the Trust and no part of the Trust Funds shall be disposed off or distributed to the Author or Trustees, or to persons having substantial interest in the Trust, except in the manner herein contained.

7. THE BOARD OF TRUSTEES

- 7.1. The Trust shall be managed by a Board of Trustees (the Board) consisting initially of the first Trustees mentioned hereinabove including the Author.
- 7.2. The strength of the Board shall not be less than three Trustees and shall not be more than seven Trustees at any time.
- 7.3. Subject to Clause 7.2, the Author shall nominate the First Trustees to the Board. All future nominations and consents for nomination, where applicable, shall be made in writing to the Board and such person shall remain Trustees till such time as he/she quits the Board or is replaced by others. The Sponsor Members will have the right to nominate up to three members to the Board of Trustees. For this purpose, the Sponsor Members representatives will form a sub group with a Chairman and decide on their nominees which is to be communicated to the Board in writing by their Chairman.
- 7.4. The quorum for meetings of the Board shall be two.
- 7.5. Decisions shall be taken by the Trustees in relation to the affairs of the Trust by a simple majority except where otherwise indicated.
- 7.6. All decisions pertaining to financial matters shall be made by a simple majority.
- 7.7. In the event of the sponsors selecting nominees to the Trust, they shall be entitled to nominate up to three persons to the Board in writing, subject to the consent in writing of the Author, and such person shall remain a Trustee till such time as he/she is replaced by Sponsors in writing. Such nomination/ replacement shall be signed by the Chairman of the Sponsors sub-group.
- 7.8. The Trustees appointed hereinabove, subject to the consent of the Author, may co-opt a representative each from one or more of the IA, CSO or Individual members for a period not exceeding one year in such manner as they deem fit from time to time.

- 7.9. Notwithstanding what is stated in other sub-clauses of this clause, in the event of the number of Trustees on the Board of Trustees being reduced to less than three, for any reason, the remaining Trustee may convene a Trust meeting for the sole purpose of co-opting other Trustees provided such appointment is in compliance with clause 7.2. above. It is however, made clear that no other business may be transacted by a sole Trustee.
- 7.10. In the event of death, incapacity or unwillingness of all the Members and no other Trustees are appointed, the power of appointment of the Trustee/s shall vest with the competent Court having jurisdiction where the Head Office of the Trust is situated.
- 7.11. Any Trustee may retire from the Trust by notifying the Chairperson of the Board of Trustees in writing of his/her intention to retire. The Trusteeship ceases on the acceptance of the request by the Board, or on the lapse of 30 days from the date of receipt of the notice by the Chairperson, whichever is earlier.
- 7.12. A Trustee shall forfeit his Trusteeship position in the Trust in the event of his death, voluntary retirement, resignation, as also when adjudged insolvent, or of unsound mind, or convicted of any offence involving moral turpitude, or consecutive absence without leave of absence from three Board Meetings of the Trust. A Trustee, may be dismissed or his services terminated from the Trusteeship position, by the Board of Trustees, subject to the affirmative vote of the ex-officio Trustees representing the Author particularly if he states or it is proved that he does not believe in the aims and objectives of the Trust, or he attempts to subvert, or subverts the activities of the Trust, or engages himself in any acts which are prejudicial to the interest of the Trust. The dismissal/ termination shall take effect from the date of which the termination letter is received by the member concerned from the Board of Trustees. A member of the Board of Trustees may also be dismissed, provided at least a majority of the members of the Board of Trustees as constituted from time to time give their consent to the removal of such member.
- 7.13. The Office of the members of the Board of Trustees shall be honorary and any person holding such office shall not be entitled to draw any remuneration for carrying out his duties, but shall be entitled to reimbursement of actual or estimated expenses incurred by him for attending the meetings of the Board of Trustees or attending to the work of the Trust.
- 7.14. The members of the Board of Trustees shall be indemnified against any expenses and losses incurred or suffered or any payments made by them in the administration of the Trust and such expenses, losses and payments shall be borne by the Trust and none of the members of the Board of Trustees shall in any way be personally liable or responsible for the same.
- 7.15. A member of the Board of Trustees may be chargeable only for such monies or securities as he shall actually receive and shall be answerable and accountable for his own acts, receipts, neglect or default and not for those of the other nor for any banker, broker, auctioneer or other person with whom or into whose hands any Trust monies or securities may be dispatched or come up for insufficiency in title or deficiency in value of any investment or for any other loss unless the same shall happen through

his own willful act or default.

- 7.16. The Board of Trustees shall meet at least once in three months at such place or places as may be decided from time to time.
- 7.17. The Board of Trustees may also take decisions by way of circulation of resolutions instead of convening a meeting. Subject to Clauses 7.6 and 7.12 above, a resolution shall be deemed to be duly passed by the Board by circulation, if and only if, the resolution is circulated in draft, together with necessary documents, if any, to all the Trustees at their usual addresses and the approval of a majority of the Trustees is obtained with respect to the said resolution. However, the following decisions cannot be taken by way of circulation and can be exercised only at a meeting of the Board of Trustees subject to the affirmative vote of the ex-officio Trustees representing the Author:
- 7.17.1. Investment of the funds of the Trust;
- 7.17.2. Borrowing money by way of deposits, loans and advances or in any other manner;
- 7.17.3. Acquisition of immovable property;
- 7.17.4. Sale of immovable property or the creation of interest in immovable property by way of mortgage, lease, etc.
- 7.18. The board of trustees will elect a Chairperson for the Board who will be the Managing Trustee. In the event of a deadlock in the Board on any matter, such Chairperson shall have a casting vote. At the meetings of the Board in the absence of the Chairperson, the members present shall elect a member to preside over the meeting. The Chairperson
- 7.19. The Managing Trustee shall be the Chief Executive Officer of the Trust. He/ She shall exercise all powers as may be delegated to him / her by the Board to facilitate the day-to-day conduct of the affairs of the Trust. The Managing Trustee, in matters relating to the meetings of the Board, shall act as the Secretary of the Trust, convene meetings, maintain record of proceedings, etc.,

8. POWERS OF THE BOARD OF TRUSTEES

- 8.1. Without prejudice and, in addition to the generality of powers required by and arising out of the objects of the Trust, and without restricting any power required for administration of the Trust and with a view to carry out the objects of the Trust hereinabove mentioned and to augment its funds and administer them and in discharge of their duties, the Board of Trustees shall have the following specific powers:
- 8.1.1. To accept any amount, assets, or properties donated to the Trust by way of gift, settlement or otherwise and issue receipts therefore.
- 8.1.2. To accept any subscription or contribution from any person to the Trust Fund for fulfilling the objects of the Trust and issue receipts therefore.
- 8.1.3. To invest the funds from time to time in such manner as may be deemed fit, to alter or vary the investments from time to time, to realise the investments, to acquire or sell securities, but in no way infringing the provisions of sections 11 and 13 of the Income

Tax Act, 1961. The funds and the income of the Trust shall be used and applied only for the purpose of achieving the objects of this Trust and no portion of the same shall be utilised for payment to any member of the board by way of profit or interest.

- 8.1.4. To construct, acquire, by sale, purchase, gift, exchange, lease, sublease, transfer, surrender, release, mortgage any immovable and movable property, building, vacant land, sheds, houses, offices and to hold the same in the name of the Trust and to sell, lease, transfer, mortgage (equitable or otherwise) pledge as security, create a charge, lien, encumbrance on any or all of such property, building, vacant land, shed, houses, offices belonging to the Trust purely for and in furtherance of the objects of the Trust without resulting in or creating any personal liability against the Trustees , jointly or singly.
- 8.1.5. To lay down, determine, postulate procedures and issue directions for managing the day to day affairs of the Trust and adopt measures for implementation of the same.
- 8.1.6. Employ, train, use, terminate services/ employment, pay salaries, wages, allowances and other forms of remuneration, take disciplinary action, set-up rules and regulations in relation to all aspects of administration of the Trust organisation and its offices, and do all such acts as are necessary for the purpose.
- 8.1.7. To appoint one or more Committees from among the members of the Board or along with others to assist and advice the Trustees in the management and administration of the Trust and to frame rules and regulations for their functioning. Such advice or assistance rendered by these Committees shall not be mandatory for the Board of Trustees to follow and members of these Committees shall not have any of the powers of the Trustees unless they have been specifically appointed as Trustees.
- 8.1.8. To call for and conduct meetings of Members in general or any class of them with a view to appraise them of the activities of the Trust or in lines with any specific requirements that may be agreed upon by the Trust with respect to specific activities or projects.
- 8.1.9. To collect funds by way of donations, subscriptions, grants, presents, contributions or otherwise from any person both within and outside India and to make, give, gift, contribute or donate to other charitable causes and persons.
- 8.1.10. To enter into contracts, hire purchase agreements, promises, obligations and commitments for the effective administration and achievements of the objects of the Trust. The Trustees shall collectively be entitled to sue in the name of the Trust and may be similarly sued in the name of the Trust.
- 8.1.11. To open and maintain bank accounts of any nature in any bank(s) and securities accounts with depository participant (s) and operate them through authorised Members of the Board or other persons or employees of the Trust and collect interests, dividends, bonuses or other income from bank accounts and other investments.
- 8.1.12. To manage specific schemes that may be instituted and do such acts as may be necessary to implement the said schemes.
- 8.1.13. To represent the Trust in all Courts or statutory authorities or government, semi-

government and local bodies in all matters for which such representation is required or delegate any of the powers of representation and action to any member of the Board or others, employee or appointed lawyers, for such time as considered necessary, and revoke, vary or rescind such powers as necessary, in the matter of signing and verifying all pleadings, memorandum of appeal, petitions and applications, or compromising, abandoning or referring to arbitration the whole or any part of the claim by or against the Trust, or engaging experts, or taking all other necessary action.

- 8.1.14. To meet all the necessary expenses incurred or to be incurred in connection with management of the Trust.
- 8.1.15. To borrow money, accept deposits, raise loans and advances and for this purpose, executing any negotiable instrument or bonds or any other manner within the provisions of law and, for that purpose, to create mortgage, charge, lien or encumber in any other manner any or all of the immovable or movable properties belonging to the Trust.
- 8.1.16. To apply and use the funds for all or any of the objects of the Trust or for promoting, furthering or achieving the objects of the Trust or for any purposes specified under the objects of the Trust.
- 8.1.17. To pay out of the Trust funds, rent, building maintenance, repairs and other expenses relating to the Trust and its activities or its other affairs.
- 8.1.18. To encourage, organize, conduct, sponsor, participate in educational and cultural activities and performances to raise funds for and in furtherance of the objects of the Trust.
- 8.1.19. To alter or abrogate any of the provisions of the Trust apart from the objects of the Trust in a manner not inconsistent with the objects of the Trust laid down in clauses 3 of this Deed and the provisions of Section 2(15), 11, 12, 13 and 80(G) of the Income-tax Act, 1961 as amended from time to time. However, no amendments to the Trust deed shall be carried out without the prior approval of Commissioner of Income-tax.
- 8.1.20. To undertake and carry on any other work which may seem to the Board capable of being conveniently carried on in connection with an existing activity or calculated directly or indirectly for the promotion of the objects of the Trust.
- 8.1.21. To delegate all or any of the powers vested in the Board by these presents to any other Trustees/s or any other person/s for the purpose of conveniently managing and exercising such powers.
- 8.1.22. To employ and pay any agent (including Banks) instead of acting personally to conveniently or advantageously transact any business or to do any act whatsoever in relation to the said Trust including receipt and payment of money without being liable for loss.
- 8.1.23. To settle all accounts and to compromise, compound or refer to arbitration any action, proceedings, disputes, claims, demands or things relating to any matter in connection with the said Trust and to do all other things proper for such purpose without being

responsible for any loss occasioned thereby.

- 8.1.24. If an emergency situation is recognised by the Managing Trustee which would require immediate action beyond the powers delegated to him and a meeting of the Board of Trustees cannot be called or the Chairman cannot be consulted within the time available for action, the Managing Trustee shall have powers to take the necessary action, and report in writing to the members of the Board and the Chairman. This type of action includes suspension or removal of an employee, if these powers have not been delegated to him, or spending of funds which would normally require the Boards approval. The Board shall record its approval or otherwise of the action of the Managing Trustee, and authorise any following action. However, such action shall be taken for the furtherance of the objects of the Trust only.
- 8.1.25. To perform all acts deemed necessary for the proper management of the Trust.

9. ACCOUNTS

- 9.1. The Board of Trustees shall cause true and correct accounts to be kept of the sums of monies received and expended on behalf of the Trust. Accounts of the Trust shall be audited by a Chartered Accountant and approved by the Board of Trustees every year. Such accounts shall be counter signed by the members of the Board who are the nominees of the Author. The accounting year of the Trust shall be from the 1st day of April to the 31st day of March. The first year of account shall commence from the date of execution of the Trust Deed up to 31st March 2008.

10. GENERAL

- 10.1. The Trust shall invest its Trust fund in securities as are permitted under the provision of Section 11 of the Income Tax Act, 1961 as amended from time to time. No investment shall be made by the Trust in any security or in any manner which shall render it ineligible for exemption under the provisions of the Income Tax Act, in respect of donations received by it or in respect of income earned by it under the provisions of Section 11 or other provisions of the Income Tax Act.
- 10.2. It is specifically stated that the Trust shall not make any investment or enter into any transaction with the Author of the Trust or other funds which shall render the Trust ineligible for exemption under the provisions of the Income Tax Act or bring it within the mischief of the provisions of Section 13 or other provisions of the Income Tax Act providing for disallowance of exemption from tax of its income and of the donations received by it.
- 10.3. The objects of the Trust shall not be altered except with the previous permission of the Commissioner Income Tax / Director of Exemptions under the Income Tax Act.
- 10.4. Any of the clauses in this Trust Deed to the extent that it is repugnant to any claim for exemption or concessions for treatment as a Public Charitable Institution under Trust law or for purposes of exemption under Income Tax or Direct Tax will be treated as void and modified so as to be in accord with the requirements of aforesaid laws.

- 10.5. The Funds of the Trust shall be utilized towards the objects of the Trust and no portion of it will be utilized for payment to the Trustees / members by way of profit, interest, dividend etc.
- 10.6. Acquisition / alienation of immovable property shall be done with prior approval of the Director of Income Tax (Exemptions), Chennai.
- 10.7. If any of the powers or any provisions in the Trust Deed are inconsistent with the requirements of law relating to Public Charitable Trust or Trusts eligible for exemption under the Income Tax Act, such powers or provisions will stand modified to the extent that they accord with such law so as to continue to eligible and to be treated as Public Charitable Trust or Institution.
- 10.8. If the object of the Trust for which the Trust has been created shall fail and cannot be fulfilled, on account of dissolution or winding up of the Trust, the Trustees shall be at liberty to transfer the Trust Fund and the properties of the Trust to other Trusts / institutions having similar objects.
- 10.9. The Trustees shall at all time stand indemnified in respect of any act that may have been done bona fide by him in respect of matters relating to the Trust.

11. DURATION OF THE TRUST

- 11.1. The Trust may be extinguished if its purpose is completely fulfilled or if the fulfillment of its purpose becomes impossible for any reason whatsoever. Upon dissolution of the Trust the entire Trust funds shall be realised and first be used for payment of liabilities of the Trust, and for meeting expenses of realisation. The balance left, if any, shall be donated to similar institution(s) recognised under section 80G of the Income-tax Act, 1961 as may be decided by the majority of the Board of Trustees.

IN WITNESS WHEREOF, THE AUTHOR OF THE TRUST HAS HEREUNTO SET AND SUBSCRIBED HIS HAND ON THE DAY, MONTH AND YEAR HEREINABOVE MENTIONED, BEFORE THE FOLLOWING WITNESSES:

WITNESSES:

(_____)

AUTHOR OF THE TRUST

We, the undermentioned hereto affix our signature confirming our appointment as the Trustees and undertake to abide as per the terms under this Trust Deed

 (_____)

Trustee

2. (_____)

Trustee

ANNEXURE C: Master PowerPoint Presentation

Welcome to the City Connect fraternity

This document sets out what you need to get started on the City Connect journey and join fellow mates in Bangalore, Chennai, Trivandrum, Panjim and Pune

A few good men & women needed to get started



About 4-6 core group members

- *Passionate about making the city more livable for all citizens*
- *Willing to stay committed to the cause for a decade or more*
- *Collaborate with government agencies and city stakeholders to find workable solutions*

A separate institutional set up is required for sustainability

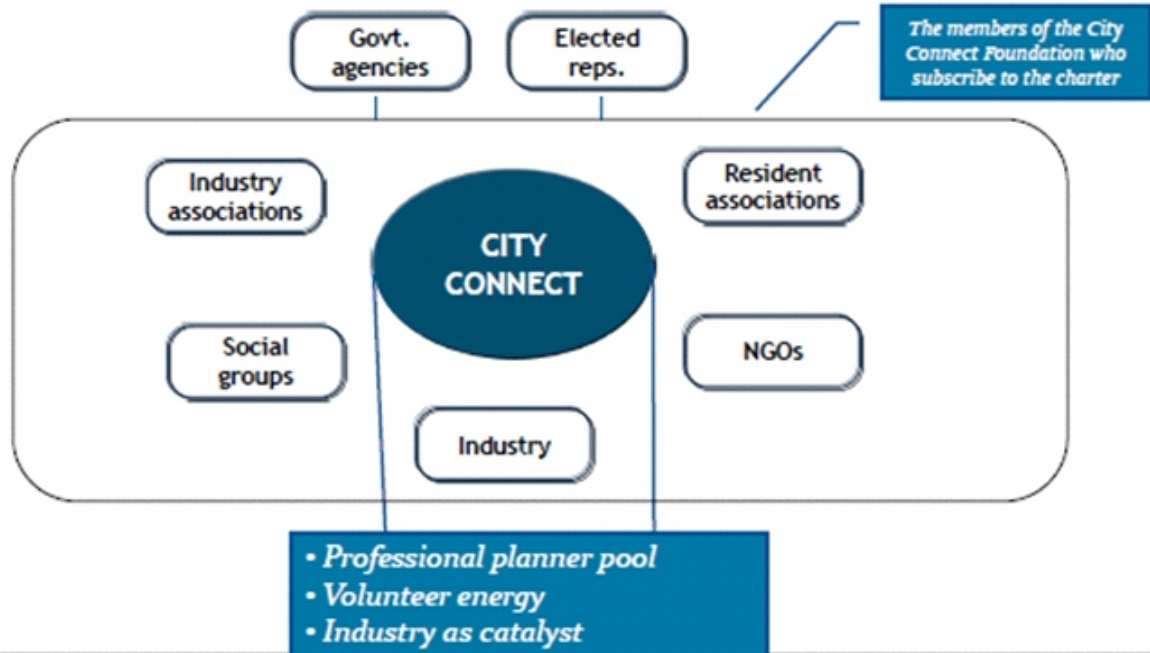


- A City Connect Foundation advocated
 - As a Trust (easy) or Sec 8 co (cumbersome)
 - Focused on city improvement
 - Inclusive; Cross pollinate across cities



- Cells within existing institutional entities (e.g. CII Infra panel) of limited utility
 - Annual change in leaders, goals
 - Long term city focus will be lost
 - Limits scope to attract all stakeholders

City Connect brings in professional expertise and volunteer energy



The City Connect Foundation needs a charter and membership



- A charter for members needed
 - Collaboration for common good
 - Not a criticizing platform



- Member groups
 - Corporate sector as primary donors
 - Industry Associations, Private sector firms, Colleges, NGOs, Social groups (Lions, Rotary, etc.), Resident Welfare Associations, etc.

FAQs: What the platform is about and what it is not



- Strategic choices
- Expertise for projects
- Coordination
- Establish Proof of concept - pilots and limited funding for drawings, studies
- Bring in best practices from other cities
- May be a funding platform for other projects



- No government bashing
- All funding for city scale projects by Government
- Looking for Govt funding support
- Promotion of personal business

There are calls to be made on what kind of projects are to be taken up

Vox populi

- Traffic
- Pedestrians
- Public transport
- Garbage
- Roads
- Water supply
- Sewage
- Drains
- Corruption
- Citizen unfriendly
- Power
- Health
- Stray dogs
- Pollution
- Safety
- Arts & Culture, etc.

- List of woes common across cities
 - Problem prioritization could vary
 - Finite, known solution options
 - Local initiative needed to determine city's destiny
- Embrace issues dear to civic agencies
 - Collector, Commissioners, Administrators
- Identify short term wins for the platform
 - Brainstorm among members

How projects get done under the City Connect platform

- Set up an Executive Council post 'Trust' formation
 - Willingness to drive projects key requirement
- A typical project will have the following:
 - Executive Council sponsors
 - Support from City Connect Professional pool
 - Or Outsource know-how from consultants
 - Volunteer as project team members
- Funds requirement
 - Between 2-3 lacs / month for Metros / Mini metros
 - Around Rs. 1 lac / month for smaller cities
 - Funding in initial stages can be project based followed by creation of corpus



Take the baby steps.
Your City needs YOU



India@75 symbolizes nation building agenda of the Confederation of Indian Industry (CII). Conceptualized in 2007 with its genesis in the thoughts of late Prof CK Prahalad, it has been incubated and nurtured by CII and established as an independent Foundation Trust in 2012; thus, enabling it to have larger mandate to meet the vision objective of collaboratively creating an inclusively developed India by 2022, through three basic tenets of nation building i.e. economic strength, technological vitality and moral leadership.

India@75 vision comprises vision elements comprising moral leadership, good governance & public administration, education & skills development, urbanization & environmental sustainability, business & economy, technology & innovation, agriculture, food security & health and arts, literature & sports. Volunteerism and technology were identified as enablers cutting across all the vision elements to achieve the scales and outreach for the dated objectives. Initial focus was on sensitization of the stakeholders to create the buy in for a shared vision and paving way for the convergence, to enable a participative and collaborative national movement.

India@75 gathered immense traction with the Union / State Governments, Corporate and the Civil Societies within a short span of time. It moved beyond advocacy to incubation and catalyzation of next practices for scaling up. Programs were identified for execution by India@75 under the focus areas of skill development, sustainable urbanization, functional literacy, volunteerism and technology / innovation.

Besides the focus areas, India@75 has been closely working with the Union and State Governments and has been part of various consultative sessions for drawing up of their respective manifestoes. After acknowledging the urgency to skill 500 million Indians, convergence of the dated vision of India@75 for 75th year of independence in 2022 has also been achieved with the Union Government the latest being the release of the document by NITI Aayog 'Strategy for New India@75' on 19 December 2018. Few vision elements like creation of 500 developed cities, housing for all, new and renewable energy, participative urbanization, affordable & accessible healthcare, volunteerism etc have been endorsed and actioned in totality.

India@75 endeavors to facilitate the convergence of diverse stakeholders on issues critical to nation building and propagates methodologies encouraging participative and collaborative action by all to make the exercise inclusive and sustainable with collective ownership.

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Confederation of Indian Industry

The Confederation of Indian Industry (CII) works to create and sustain an environment conducive to the development of India, partnering industry, Government, and civil society, through advisory and consultative processes.

CII is a non-government, not-for-profit, industry-led and industry-managed organization, playing a proactive role in India's development process. Founded in 1895, India's premier business association has around 9000 members, from the private as well as public sectors, including SMEs and MNCs, and an indirect membership of over 300,000 enterprises from around 276 national and regional sectoral industry bodies.

CII charts change by working closely with Government on policy issues, interfacing with thought leaders, and enhancing efficiency, competitiveness and business opportunities for industry through a range of specialized services and strategic global linkages. It also provides a platform for consensus-building and networking on key issues.

Extending its agenda beyond business, CII assists industry to identify and execute corporate citizenship programmes. Partnerships with civil society organizations carry forward corporate initiatives for integrated and inclusive development across diverse domains including affirmative action, healthcare, education, livelihood, diversity management, skill development, empowerment of women, and water, to name a few.

India is now set to become a US\$ 5 trillion economy in the next five years and Indian industry will remain the principal growth engine for achieving this target. With the theme for 2019-20 as 'Competitiveness of India Inc - India@75: Forging Ahead', CII will focus on five priority areas which would enable the country to stay on a solid growth track. These are - employment generation, rural-urban connect, energy security, environmental sustainability and governance.

With 66 offices, including 9 Centres of Excellence, in India, and 10 overseas offices in Australia, China, Egypt, France, Germany, Singapore, South Africa, UAE, UK, and USA, as well as institutional partnerships with 355 counterpart organizations in 126 countries, CII serves as a reference point for Indian industry and the international business community.

Confederation of Indian Industry

The Mantosh Sondhi Centre

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