



KARUPA FOUNDATION

Education and Research Centre

(Since 2003)

KFM POLICIES AND PROCEDURES MANUAL

S.No	Table of Content	Page No
1	Preamble	2
2	Environmental policy	3
3	Sexual harassment policy	4
4	Data protection policy	6
5	Procurement policy	7
6	Whistle blower policy	8
7	Child friendly policy and pocso (the protection of children from sexual offences)	9
8	Inclusion and equal opportunity policy	10
9	Conflict of interest policy	11
10	Continuous quality monitoring and evaluation policy	13
11	Intellectual property policy of KFM	14



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KARUPA FOUNDATION – A COMMITMENT FOR BETTER TOMORROW

Karupa Foundation, Mettupalayam – KFM has been constituted to reach out and provide technological and social transformation to support the underprivileged.

KFM's mission is to provide education and research, food to poor and helping the needy. Building sustainable, convergent platforms for equity in development. Providing evidence and documentation of change, transformation process and sustainable solutions. Evolving a process of change through socio-economic transformation.

KFM's vision looks at the Convergence for transformation of the vulnerable particularly the women and children and to uplift the community for socioeconomic and environmental change through education and research.

The policy handbook has been prepared with the sole aim to ensure that the organisational ethos are consistent with the rules and statutory obligations expected as per international laws and those pertinent to the country and the State.

Karupa Foundation in all its endeavours try to achieve excellence and work in collaboration with various agencies – multilateral, government and non-governmental for the benefit of society at large.

Policies will be amended as and when required based on the growth of the organization.



ENVIRONMENTAL POLICY

Karupa Foundation is guided by the principle of sustainable environmental governance and committed to establish environmental management systems in all its projects and wherever it works to create and achieve their aims and environmental objectives. KFM Environmental strategies are part of its undertaking to manage the entire environmental effects in a responsible and sustainable manner. KFM's environment policy delivers a strong commitment to clean and green energy and owes its commitment to reduction in the impact of climate change in all its activities and those related to its employees, business associates, the private sector, and the public.

Our policy follows the principles set out in ISO 14001 or more stringent regulatory requirements, namely:

- A highly managed environmental strategy
- Environmental objectives, goals, and policy supporting objectives
- Defined roles and responsibilities
- A process of environmental management
- A method to notify all stakeholders via the website or for inquiries on the environmental management system
- Process for audit progress and take corrective measures

Determining Responsibility

The fundamental role of environmental policy is to ensure environmental safety and safety for its employees and other essential stakeholders. KFM would be responsible for identifying and measuring the impact of its business activities, directly and indirectly, and for developing innovative and effective ways to tackle and mitigate such consequences. KFM managers will proactively engage in responsible behaviour to safeguard the environment, support and frequently communicate, influence the environmental behavior of their stakeholders while identifying new challenges and also work in developing an overall public impact assessment.

Objectives of cross-cutting policy

The policy development and execution method contains important structures and activities that enable accomplishing the policy concerns. First of all, KFM shall use this policy as a communication tool that aims at notifying all stakeholders on the circumstances, evidence, methods, goals, and activity status. Then it reinstates the KFM's commitment to creating consensus with other stakeholders on critical issues, implementation, and evaluation. There are significant opportunities to implement innovation in the form of sustainable recycling initiatives, energy conservation plans, and the promotion of use of new technology.



SEXUAL HARASSMENT POLICY

KFM focuses on providing all its workers with a secure workplace, free from discrimination and harassment at work, including sexual harassment. In all forms of harassment in the workplace, KFM should implement a zero-tolerance policy, deal seriously with all incidences and investigate immediately any claimed harassment. Any individual found to be sexually harassed will risk disciplinary action, even dismissal. All sexual harassment allegations will be handled seriously as per the POSH Act, 2013 and dealt with in a confidential manner. For such a complaint, nobody will be victimized. An Internal Complaints Committee will be constituted to provide a stable redressal mechanism when the number of employees in the organisation increases. At present, the policy would be monitored and looked at by the senior women trustee who would consider such complaints in a fair and unbiased manner and ensure that due support is provided.

The KFM policy would not consider this as an anti-harassment policy. KFM would not tolerate any form of Sexual harassment likely to occur such as when sexual advances, desire for sexual favors, and or other verbal or physical behavior of a sexual character. All such activities are strictly unexpected and unwelcome in the workplace and all areas where the foundation does outreach work. Further KFM commits to exclude statements that are highly gender sensitive and violation of the basic human rights.

KFM would consider these to be violations under the Sexual Harassment policy:

- Verbal sexual harassment comprises rhetoric, suggestive comments, sexual jokes, sexual proposals, lewd remarks, and threats, calls for all kinds of sexual benefit (including repeated and unintended data requests), and verbal abuse or kidding that is aimed at a prohibitory form of harassment.
- Nonverbal sexual harassment includes distribution, description, or discussion of any written and graphic material, including calendars, posters, and cartoons, sexually suggestive or anti-sexual; sounds suggestive to or insulting to an individual or a group; leering; whistling; obscenity; content in letters, notes, telecommunications, emails; photos, text messages, etc.
- Unwelcome, unwanted, physical contact, including touch, tick, pinching, blowing, stroking, embracing, cornering, kissing, crackling, and sexual forced acts or assaulting, is included in physical, sexual harassment.

KFM encourages courteous, mutually respectful, pleasant, appropriate and acceptable interactions among its staff – both temporary and permanent.



KARUPA FOUNDATION

Education and Research Centre

(Since 2003)

Procedures for complaint resolution

Any such complaints should be submitted as quickly as possible - within 30 days of the incident, preferably in writing. The Senior Women Trustee may help the complainant compile a written statement. The Senior Women Trustee can decide to initiate action depending on the weight of the verbal complaint and on the employee's refusal to give information in writing.

The complainant must disclose as much as feasible the following information to assist the rapid and complete investigation of a sexual harassment complaint:

- The name and position of the individual or individuals harassing.
- A description, including date(s), place(s), and the presence of all witnesses.
- The effect of the incident(s) on the ability of the complainant to carry out his/her job or other terms and conditions of employment.
- The names of those who may have been harassed the same or similarly.
- What action, if any, the complainant took to attempt to stop the harassment?
- The complainant deems any other information relevant to the charge of harassment.

Protecting confidentiality

All complaints and investigations would be dealt with discreetly as much as feasible, and information will be purely on the information received and discussed. The complainant's name is generally communicated to the parties involved throughout the inquiry. The Senior women Trustee takes appropriate actions to guarantee that during and after the investigation, the complainant is safeguarded from retribution. All information relating to a complaint or inquiry into sexual harassment will be kept in secure HR files.

Other Available Procedures

The processes under this policy do not preclude or override any otherwise applicable legislative mechanism or remedy under local, state, or government law for a victim of sexual harassment.



DATA PROTECTION POLICY

This policy provides how KFM manages its workers, customers, suppliers, and other third parties' data

The purpose of this policy is to ensure that:

- To respect and follow good practice by data protection law
- The rights of team members, clients, and partners should be protected
- Are transparent of how we keep and manage the data of people
- Are protected against data infringement hazards.

It is a fundamental obligation to protect the confidentiality and integrity of personal data that we take seriously every time. The purpose of this policy is to apply to the personal data we handle about you. It also applies to you in cases where the processing of data on our behalf affects your role.

This policy is not included in an employee's employment contract, and we may alter it at any moment. It does not override any applicable national data privacy legislation and rules in the countries in which we operate.

Principles of data protection

The principles of personal processing data as set down in the GDPR are followed. It requires the following personal data:

- Processed lawfully, fairly, and transparently;
- Collected for reasons exclusively defined, explicit and lawful ('purpose limitation')
- Adequate, relevant, and confined to the reasons for which the data is being processed ("data minimization")
- Precise and up-to-date ("accuracy") as necessary;
- Not maintained as long as needed (the "storage limits") to allow the identification of data subjects;
- processed to guarantee its safety and use suitable technical and organizational protection measures against unauthorized or unlawful transit and accidental loss, destruction, or damage ("integrity and confidentiality")
- No employee may use the data collected specifically for projects to publish or share with any others without authorised permission from the trustees and the officials incharge



PROCUREMENT POLICY

Goods and services must be acquired for KFM in an open and competitive environment to ensure that fair and reasonable rates paid. Acquisitions are carried out by trustees by following a transparent and maximum Returns on Investment. Activities for purchases include transaction documentation obligations, fiscal responsibility, ethical conduct, compliance with Governmental, State, and Trust rules and policy.

Assistance for the university community in the selection, acquisition, usage, and disposal of goods and services is provided through procurement Services:

- Improving the purchasing power of the university with an emphasis on strategic sourcing and best value.
- To benefit the institution, leveraging their skills in contract negotiations and supplier relationship management.
- Simplifying systems to ensure administrative efficiency and investing in infrastructure technology.
- Ensure all applicable university laws, regulations, policies, rules, and regulations comply with their acquisitions.
- Minimization of risk exposure while preserving flexibility in procurement.

Authorities of Procurement

As per the procurement policy, specific individuals of KFM would be identified for purchase of the required products. The responsibility for all purchases at the early stages have been vested with the designated staff and as the asset value increases, the number of selected employees may be increased so that any employee could purchase goods up to a particular value. KFM shall follow formal arrangements to avoid duplication, to decrease inefficient purchases or waste. KFM would aim to establish a systematic procurement structure that would enable companies to take responsibility for efficient purchases and make suppliers value money.



WHISTLEBLOWER POLICY

An employee of KFM who acts as a whistleblower is defined by this policy as one who complains to one or more of the parties referred to in this policy on the action they believe is illegal or dishonest. The whistleblower is not responsible for investigating the behavior or identifying fault or corrections; those obligations depend on the relevant management.

Examples of illegal or dishonest acts include state, or municipal law infringements, charging for services not provided or items not delivered and other fraudulent financial reporting practices that would infringe on the image of KFM.

If an employee is aware of or has concerns about being illegal or dishonest, the employee should report his or her direct supervisor or the director of human resources. To prevent baseless charges, the employee must make a proper judgment. An employee who submits an incorrect report will be subject to punishment until termination has been included.

In two essential areas, Whistleblower Protections are granted — privacy and no reprisal. The whistleblower should remain private as far as practicable. Identity may nevertheless have to be revealed for a full investigation, law enforcement, and legal advice to accused persons. The company does not report a whistleblower. It includes, but is not limited to, protection from retribution in the form of negative employment measures, such as termination, drop-in remuneration, or unsatisfactory employment and bodily harm threats.

Every whistleblower who suspects he/she will be challenged must immediately inform the Director of Human Resources. Any personal wrongdoing alleged and investigated does not include the right of a whistleblower to be protected from retaliation.

The Vice President of Personal Affairs, responsible for the investigation and coordination of corrective measures, should be promptly presented with all reports of unlawful and dishonest conduct.

Employees should contact the Director of Human Resources for any queries relating to this policy.



CHILD FRIENDLY POLICY AND POCSO (THE PROTECTION OF CHILDREN FROM SEXUAL OFFENCES)

KFM would like to present itself as a strong advocate of child rights and will ensure that there are no harm to children in any of its project. Further it will ensure that due attention is given for the protection and safeguard of children and women in all its projects. It will also provide support to its staff who have young children in the form of flexible working hours, providing care support etc. as maybe requested by the em[ployees].

KFM would ensure that there is no child labour is engaged in the projects it undertakes and there are due steps taken up to ensure the safety and protection of children within their premises and also in their project areas,

KFM would ensure that the Rights of the children are protected and severe action would be initiated when it comes across acts that hamper the development of children. The Protection of the Child from Sexual Offenses, or POCSO, (amendment) Bill 2019, aims to give rigorous punishment, including penalties and imprisonment, for those engaged in children's sexual crimes and reduce child pornography in situations of serious assault. Any employees found guilty of offences under this Act would be immediately dismissed.



INCLUSION AND EQUAL OPPORTUNITY POLICY

KFM is committed to promoting and creating a work culture that entails diversity, equity, and inclusion and is committed to its maintenance in the work place and in the project areas in which they work.

The most significant asset that we have is our human resources. The cumulative total of our variations, life experience, knowledge, creativity, invention, expressiveness, uniqueness, and talent comprise a significant element of our culture, reputation, and personnel's success.

The differences in age, color, disability, ethnicity, status, marital and/or family identity, language, national origin, physical and mental skills, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics would not influence in the selection of staff and assigning jobs in the projects undertaken by KFM.

KFM diversity initiatives are applicable – not limited – to our recruitment and selection policies and procedures; compensation and benefits; professional development and training; promotions; transfers; social and recreational initiatives; layoffs; terminations; and the ongoing development of the gender-based and diversity fair and equal work environment which promotes and encourages:

- All employees have respectful communication and cooperation.
- Teamwork and employee engagement enable all groups and employee viewpoints to be represented.
- Balance of work/life through flexible work schedules to meet the various demands of employees.
- Contributions from employers and employees to the communities we encourage better awareness of and respect for diversity.

All KFM personnel must always treat people with dignity and respect. Every employee must show behavior that is essentially a product of work, working on or off the workplace, and any other corporate and participatory event. Every employee must participate and finish an annual awareness training to improve his/her skills to carry out this task.

Any employee who has demonstrated any inadequate conduct or behavior against others may be disciplined.

Employees who consider they have been discriminated against under the various policies and initiatives of the firm should seek support from their supervisor or representative of the Human Rights Commission.



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CONFLICT OF INTEREST POLICY

KFM has established a process of evaluation and prevention of conflicts of interest, whether actual or apparent. It sets up conditions for the disclosure of potential conflicts of interest and the mechanism for an interest-conflict assessment. It applies to KFM and employees of KFM, contract workers, consultants, and anyone working in the company.

Conflicts of interest occur when the individual interests of an employee differ from the interests of KFM, i.e., conflicts. KFM must hold the primary allegiance to a company employee while working at KFM. Consequently, an employee should not engage in activities outside the work that create a potential conflict of interests between an employee's best interests and KFM. It must not be an actual conflict of interest to violate the KFM behavior requirements. There must be prevented activities that give the appearance of conflicts of interest.

Guidelines and Responsibilities:

- The employees must completely disclose any activities or transactions that may cause a conflict of interest or even the perception of a conflict of interest through the conflict of the interest review process. In certain circumstances, an employee may not recognize that there is a conflict until he or she is involved in the action already. The employee should inform Ethics and Compliance when he or she understands that there is a possibility for conflict. If the employee is aware of all this, immediate family or relatives must be provided with the same information.
- Suppose an employee is unaware of a potential conflict of interest in a planned activity. In that case, the employee should contact the agency's ethics and compliance officer to guide whether the dispute resolution procedure requires disclosure.
- After the conflict of interest reviews are conducted, the ethics and compliance officer determines conflicts of interest and the process



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Education and Research Centre

(Since 2003)

Code of conduct

In its commercial activity, KFM has always tried to reach the most significant ethical standards. The reputation and goodwill of the company are well known and respected as a considerable asset to guarantee the trust and confidence of its numerous stakeholders. This Code of Conduct officially implements these corporate ideals of KFM. This Code of Conduct aims at articulating the anticipated high standards of honesty, integrity, ethical and legal compliance of all staff while respecting the demands of external parties involved and associated regulations.

The Code of Conduct covers all KFM workers. It is available for any stated duration for all KFM providers, consultants, agents, sales representatives, distribution companies, and independent contractors. Essentially, everyone who represents KFM or works on behalf of the company should comply with the code.

Employees' responsibility

Each employee is responsible for determining and adhering to the code of conduct set out in this document. Furthermore, all workers also must behave/act ethically in compliance with existing land laws. Moreover, every staff member should disclose any breaches of the code they notice within the organization to the proper authorities.

Managers' responsibility

Additionally, KFM Managers are responsible for leading, among other employees in the company, to a culture of integrity, honesty, ethical conduct, and respect for the law.



KARUPA FOUNDATION

Education and Research Centre

(Since 2003)

CONTINUOUS QUALITY MONITORING AND **EVALUATION POLICY**

A periodic monitoring, evaluation, and improvement process proposed by the KFM strives to improve its existing high-quality services. It helps both the customer and the firm and checks its management system through an independent appraisal. A transparent and a methodical quality monitoring system will allow all the staff to benchmark and improve the performance standards.

This document outlines quality management systems and their philosophy and details them as part of the KFM procedures. To preserve the position of market leaders in its domains, KFM intends to continue its policy on further improvement and advancement of its services.

For mutual advantage of its client, supplier and employees, the quality policy will be significantly enhanced through safety training.

The directors assess any qualitative objectives defined and, if appropriate in the regular management reviews of the quality system, define amended or new targets according to the company's concept of continuous improvement.



INTELLECTUAL PROPERTY POLICY OF KFM

The current and stated Intellectual Property Policy of the KFM aims to facilitate the protection and valorization of intellectual property generated during scientific pursuit in the Institute and offers scope for alleviation of human sufferings and betterment of human life. KFM urges all staff and students to document their IP, so that it could be protected and applied to the gain of the country, the institute and the concerned inventors. KFM is keen to facilitate faculties and staff of KFM in a proactive manner in the generation, protection and transaction of Intellectual Property which offer potential and scope for shared benefits to both institute and inventors. Through this policy, a system will be in place to bring order into the process of knowledge generation and commercial exploitation.

WHAT CONSTITUTES INTELLECTUAL PROPERTY?

Intellectual Property (IP) is an intangible knowledge product resulting from the intellectual output of the inventors, namely faculty, staff and students of the Institute. IP thus is an outcome of in-house or sponsored research, industrial consulting or other forms of collaborative R & D.

Any product of the human intellect which is unique, novel and unobvious and which qualifies for protection under relevant acts of the Government governing patent, copy right, design and trademark etc. and developed at KFM belongs to the Institute. IP can be of the following forms: know-how, and other proprietary concepts, solutions, processes, including an invention, scientific or technological development, and even computer software, genetically engineered microorganisms and business models and other forms as the need arises.

The above forms of IP can be protected, under domestic and international patent office, if protection of IP is seen necessary both by the Inventor and the Institute. It can then be protected within the country or Licensing and Entrepreneurship (TOTLE) at Society for Innovations and Development (SID) handles all activities related to entrepreneurship of any faculty and individual.

4 OWNERSHIP:

- 4.1 **IN-HOUSE RESEARCH:** All rights in respect of investigations carried out at the Institute shall vest in and be the absolute property of the Institute except in respect of the activities carried out jointly with other institutions or agencies or under a sponsorship by an agency, in which case the ownership will be decided and agreed upon mutually.
- 4.2 **SPONSORED RESEARCH:** Intellectual Property Rights (IPR) of inventions arising out of research projects undertaken on behalf of the sponsoring agencies shall be taken jointly in the name of the Institute and sponsoring



KARUPA FOUNDATION

Education and Research Centre

(Since 2003)

agencies; when the sponsoring agencies bear the cost of filing and maintaining of the IPR equally. If the sponsoring agencies are not forthcoming, the Institute at its discretion may file the application with absolute ownership and Institute will meet the entire cost of filing and protection of IPR.

4.3 **COLLABORATIVE RESEARCH:** All intellectual property jointly created, authored, discovered, invented, conceived or reduced to practice during the course of collaborative research undertaken jointly by Institute with Collaborating Institutions, shall be jointly owned; and the Collaborating Institutions will be requested to bear the cost of filing and maintenance of the IPR. In case the Collaborating Institutions are not forthcoming to bear fully the cost of filing and maintenance, if considered expedient by the Institute, the Institute will share the cost equitably with the Collaborating Institutions. Where the Collaborating Institutions are not forthcoming for filing joint IPR application, the Institute at its discretion may file the application with absolute ownership and Institute will meet the entire cost of filing and protection of IPR.

4.4 **COPYRIGHT:**

4.4.1 KFM shall be the owner of work, including software created by KFM personnel with significant use of KFM resources.

4.4.2 If the institute foresees a gainful return from copyrights, it may initiate steps to file and protect such copyrights and share the financial benefits with the inventor on terms and conditions of the

5 **TECHNOLOGY TRANSFER**

5.1 The Intellectual Property of the Institute held either in the name of KFM or jointly with other Institutions/Industry will be marketed for commercial exploitation under agreements involving technology transfer, licensing and revenue sharing models.

5.2 The IP Cell shall identify potential licensee(s) for the IP to which KFM has ownership. In case of joint ownership, the Organization/Industry which has sponsored the activity, will have the first right to commercially utilize and exploit Intellectual Products emanating from the collaboration activity, whether or not the same have been formally protected by patent(s). The licensing to commercially exploit would involve technology transfer fee and also royalty payment from the first date of such commercial exploitation for a period that will be as mutually agreed upon.

5.3 In the event of the other collaborating organization/industry not undertaking the commercial exploitation within a reasonable period of two years from the first date of development of the technology. KFM reserves the right to transfer the said know-how to a Third Party for its commercial exploitation and use. In such instance, however, KFM shall share the net proceeds from such commercial assignments, in equal measure with the collaborating organization/industry in the ratio 1:1.



KARUPA FOUNDATION

Education and Research Centre

(Since 2003)

5.4 KFM would endeavor to exploit the IP by commissioning a Technology Management Agency and thereby bring to a favorable light the IP produced by its Inventor(s). The Inventor(s) may seek KFM to assign the rights to them after a certain holding period.

6 REVENUE SHARING

6.1 The revenue arising out of licensing of IP and royalty would be shared in the appropriate ratio (currently, this ratio is 50:50) between the inventor(s) and the Institute. Where KFM reassigns the right of the IP to its investor(s), the inventor(s) shall reimburse all the costs incurred by KFM, which include protection, maintenance, marketing and other associated costs.

7 INFRINGEMENTS, DAMAGES, LIABILITY AND INDEMNITY

7.1 As a matter of policy, KFM shall, in any contract between the licensee and KFM, seek indemnity from any legal proceedings including this, but not limited to manufacturing defects, production problems, design guarantee, upgradation and debugging obligation.

7.2 KFM shall also ensure that KFM personnel have an indemnity clause built into the agreements with licensee(s) while transferring technology or copyrighted material to licensees.

7.3 KFM shall retain the right to engage in or desist from or not in any litigation concerning patent and license infringements.

8 CONFLICT OF INTEREST

8.1 The inventor(s) are required to disclose any conflict of interest or potential conflict of interest.

8.2 If the inventor(s) and/or their immediate family have a stake in a licensee-company, then they are required to disclose the stake they and /or their immediate family have in the company, and license or an assignment of rights for a patent to the licensee - company in such circumstances, shall be subject to the approval of the IP Management Committee.

9 DISPUTE RESOLUTIONS

9.1 In case of any disputes between KFM and the Inventor(s) regarding the implementation of the IP policy, the inventor(s) may appeal to the Director of KFM. Efforts shall be made to address the concerns of the inventor(s) by developing and instituting an arbitration mechanism and arrangement. The Director's decision in this regard would be final and binding on both institute and inventor.

10 JURISDICTION As a policy, all agreements to be signed by KFM will have the jurisdiction of the courts in Bangalore and shall be governed by appropriate laws in India.