

OFFER LETTER

ACUMEN
ACADEMY

24th February 2024

Dear SeethaLakshmi,

The Acumen Academy India Team is delighted to invite you to join our global community as a 2024 Acumen Fellow as part of the Spring Cohort. We see in you your dedication to the work, an ability to grow inclusive organizations of impact, and a willingness to partake meaningfully as a member of our global community, The Foundry.

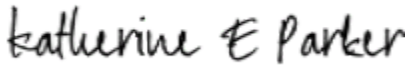
We believe the world needs a new kind of leader. The Acumen Fellowship is designed to cultivate this new kind of leadership. We bring together a group of individuals like you, who are working on problems of poverty, and equip you with the knowledge, skills, and community to scale your impact to create meaningful change in India and around the world.

We expect the Acumen Fellowship will both support and challenge you. As with all growth experiences, you will likely be stretched, your assumptions will likely be challenged, and your cohort and Acumen Academy India will be there to support you along the way. You will learn new approaches to solving entrenched problems, develop new leadership skills, and become part of a cohort of Fellows and friends who will support you and collaborate with you for years to come.

We believe the Acumen Fellows community will be stronger with you in it; knowing your cohort of Fellows and the broader Acumen community will learn as much from you as you will from us.

We look forward to working with you to create positive social change across India. We are thrilled to embark with you on our collective journey and shared vision of solving problems of poverty and building a world based on dignity.

Best regards,

DocuSigned by:

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Kate Parker, Chief of Academy

Acumen Academy India

OFFER LETTER OVERVIEW

Please review all the documents in your Offer Letter and return a signed copy of this page to the Acumen Academy Program Manager, Lara Gulia at lgulia@acumen.org by the end of Monday, 26th February. Please reach out to us if you have any questions, concerns, or clarifications.

We expect that the Acumen Fellowship will be a priority, and you'll adhere to all the contents detailed in this Offer Letter at all times. Any breach would result in a review and the likely outcome of asking you to leave the Acumen Fellowship.

In this Offer Letter, you will find the following:

[SIGNATURE SHEET](#)

[IMPORTANT DETAILS REGARDING YOUR PARTICIPATION](#)

[CODE OF CONDUCT](#)

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[COVID-19 PROTOCOLS](#)

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SIGNATURE SHEET

By signing this document, you are indicating that you wish to and can participate in the entirety of the Acumen Fellowship Program between March 2024 to August 2024 and that you understand that you are taking a spot that could go to someone else who might value the opportunity and could significantly contribute to the Acumen community.

Withdrawing from this Acumen Fellowship Program once you have signed this contract, or dropping out at any time before the end of the program, may result in ineligibility for future programs or opportunities offered by Acumen Academy India and Acumen in the future.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE CONTENTS OF THE OFFER LETTER, AND I ACCEPT THE ACUMEN ACADEMY INDIA FELLOWSHIP:

Seethalakshmi Kuppuraj
Name

K. Seethalakshmi

Signature

24-Feb-2024

Date

IMPORTANT DETAILS REGARDING YOUR PARTICIPATION

We consider the Acumen Fellowship Program (the “**Program**”) as your path to becoming an Acumen Fellow. As such, during your Fellowship, we will refer to you as a “**Fellow Candidate**” and ask that you do so as well. Upon full completion of the Program, you will officially become an “**Acumen India Fellow**”. All terms of this Offer Letter, and references to “**Fellows**” in this Offer Letter, will apply to you in the same manner regardless of your stage in the Fellowship.

The Program consists of virtual sessions including program orientation, four learning labs, four cohort calls, 1:1 check-ins as well as two in-person immersives (the “**Learning Sessions**” or “**Sessions**”). There will also be assignments before and after each session to help candidates maximize their learning. The Fellowship is a rigorous learning experience, and the Fellow Candidates should expect to dedicate at least 2.5 hours per week. For the program orientation and immersives, full-day participation will be required for 3-5 days.

The dates scheduled for the 2024 Spring cohort are the following:

Program	Date - 2024		Time IST	Mode
Program Orientation	1st March, 2024 (Friday)		5pm -6.30pm	Virtual
Cohort Call	22nd March, 2024 (Friday)		5pm to 6pm	Virtual
Immersive 1	26th-28th March 1st to 3rd April		9am - 2pm	Virtual
Cohort Calls (Immersive 1)	27th March, 2nd April		6.30pm - 7.30pm	Virtual
Learning Lab 1	25th, 26th April 2nd and 3rd May	25th April and 2nd May (Thursdays)	3pm to 7pm,	Virtual
		26th April and 3rd May (Fridays)	9am- 2pm	
Immersive 2	27th May to 1st June		6 days	In- person
Learning Lab 2	20th,21st,27th and 28th June	20th,27th June (Thursdays)	3pm-7 pm	Virtual
		21st,28th June (Fridays)	9am- 2pm	
Immersive 3	5th to 10th August		6 days	In- person

Immersives are 6 day long facilitated Learning Sessions that include full-time meeting with your cohort and will require you to block out the entire days for the Fellowship. Free time has been scheduled during your immersives so you can rest and integrate the curriculum as we move along the Program.

Learning Labs are 4-hour-long virtual facilitated Learning Sessions. These facilitated sessions will build upon the assignments and will provide you an opportunity to dive deeper into content blocks with your cohort.

Assignments and 1:1 check-ins throughout the program. Assignments refers to pre-work and post-work for learning labs or immersives. These include but are not limited to readings, group work, and other engagements with your cohort members. These will be mandatory to complete within the timelines assigned. There will also be **1:1 Check-ins** that are calls with the facilitator/program team to support your leadership journey.

Cohort Calls are facilitated sessions to connect and build relationships with your cohort.

The Acumen Academy India Fellowship is a rigorous experience, and one of the key values of the Program is the creation of a strong, mutually supportive cohort. **To this end, we have found that adherence to the policies you will find in this Offer Letter has a significant positive impact on the quality of the Fellowship experience for all involved.** It is up to the Fellows themselves to make the experience of the Fellowship as valuable as it can be.

CODE OF CONDUCT

Adherence to this Code of Conduct is expected of all Fellows, and any breach of it will result in an administrative review with the likely outcome of the Fellow Candidate being asked to leave the Acumen Fellowship.

1. You must attend every Learning Session in full!

Each Fellow Candidate is expected to attend all sessions in their entirety.

It is integral to the Program's success to have all of you fully present every day of each Learning Session. **Each of you is expected to attend ALL Sessions in their entirety.** Exceptions will only be made on very rare occasions in the case of a serious medical emergency (see **Accessibility**) or a death in the family. All Fellow Candidates should take this requirement seriously.

In the rare case that a Fellow Candidate expects that they may have to miss attendance due to a personal emergency, a request for absence must be formally communicated to the Acumen Academy India Program Manager. This request for absence will be formally reviewed by the Program Manager. A recommendation around whether the absence is excused will be submitted to Acumen and Acumen Academy India senior management for review and approval, and the next steps will be discussed with the Fellow Candidate on a case-by-case basis.

If an absence is unexcused and you fail to fulfill the attendance requirement, you will be asked to leave the Acumen Fellowship. Multiple absences, even when due to emergencies, will result in removal from the Acumen Fellowship as the individual will not receive the necessary inputs to be inducted as an Acumen Fellow.

The Program represents a significant investment by Acumen Academy in each of you, and of you in one another, and it is an investment we take very seriously. We expect each of you to do so as well, and we have found that a strict attendance policy enhances the quality of the Program for the entire cohort.

All Fellow Candidates should take this requirement seriously. If, at the outset of the Program, you believe that upholding this commitment will not be possible, you must discuss this concern with the Program Manager to decide whether or not to participate in the Acumen Fellowship this year.

2. Complete all pre-work, assignments, and surveys

All pre-work and assignments are expected to be completed by the Fellow Candidates.

In addition, you will be asked to complete Session surveys administered by Acumen Academy throughout the year and post Fellowship. It is required to complete them on time.

Similar to our attendance policy described above, if we conclude that you are not investing in the Program and your cohort's learning by submitting the pre-work and assignments, we will initiate a discussion with you about whether it makes sense for you to continue in the Acumen Fellowship.

3. Be an active participant

During each Learning Session, we expect that each Fellow Candidate will contribute to discussions, remain focused on the activity at hand, and remain present physically as well as mentally. During

immersion, we ask that you put aside all outside concerns (including turning off notifications on your mobile devices and computers), and come prepared to devote 100% of your energies to the Program.

Please note that the immersive sessions include full daily engagement. Fellow Candidates should be prepared to stay focused and engaged throughout the full immersion, which requires freeing your schedule and communicating to friends and colleagues that you will be unavailable for the duration of the immersion. If for any reason this is not possible, please discuss your concerns immediately with the Program Manager as you may be expected to withdraw from the Acumen Fellowship.

4. Be accountable to your group

Over the year, you will be expected to work together with groups of other Fellows, from both your cohort and other Acumen Academy programs around the world, to complete assignments. You must complete all tasks assigned to you, and you should actively work with your team to meet both individual and group deliverables.

5. Respect for, and confidentiality of, your cohort of Fellows

The Acumen Fellowship brings together individuals from across regions, sectors, ages, genders, and socioeconomic backgrounds. Each Fellow Candidate is carefully chosen because they bring to bear a unique set of experiences and accomplishments. We expect that you will treat your colleagues as equals and show them the utmost respect. Further, we expect that you will treat with due discretion and confidentiality what you share and learn from others during the Program, to enable an environment of openness and honesty. You agree not to share another community member's personal information (email, phone number, etc.) without that person's explicit consent.

Acumen Academy celebrates diversity in our community, and will not tolerate discriminatory behavior based on gender, nationality, tribe, sexuality, disability, cultural background, religion, marital status, age, or political conviction. In addition, Acumen Academy affirms that the Fellowship is a place of camaraderie and collaboration and that it is not a place for competition between Fellows. The sanctity of this space is preserved by these expectations; as guardians of the space, the Acumen Academy Team has the sole discretion and authority to remove any individual from the Acumen Fellowship who has violated these norms of confidentiality and respect.

6. Be mindful of, and refrain from, harassment of all kinds

Our primary goal for every Learning Session is to create a safe and productive environment where you feel comfortable bringing your full self. Acumen Academy will not tolerate harassment in any form. Our Sessions, gatherings, and online platforms are dedicated to providing a harassment-free experience for everyone, regardless of sex, gender, gender identity and expression, age, sexual orientation, disability, race, ethnicity, religion, age, or any other legally protected category.

What we are referring to as harassment is unwelcome conduct that can be verbal, physical, nonverbal, or visual and can happen in person and/or through written communication or social media before, during, or after Sessions and gatherings. Any form of harassment will not be tolerated, including sexual harassment. Sexual harassment in the form of a "hostile environment" consists of words, signs, jokes, pranks, intimidation, or physical violence that are sexual, or are directed at an individual because of that individual's sex (even if not sexual). The person who determines whether the conduct is unwelcome is the recipient of the conduct.

Examples of sexual harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as touching, pinching, kissing, rape, sexual battery, or attempts of this nature.
- Unwanted sexual advances or propositions, such as requesting sexual favors while making overt or implied threats to the target's well-being.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile learning environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the fellowship, such as displaying images or other materials that are sexually demeaning or pornographic, including on computers or cellphones.
- Hostile actions are taken against an individual because of that individual's sex, sexual orientation, gender identity, and the status of being transgender, such as damage to another person's personal property, sabotaging another person's work, or bullying and name-calling.

Reporting harassment

- **Preventing harassment is everyone's responsibility.** The Acumen Academy Team cannot prevent or remedy harassment unless we know about it. Fellows (including Fellow Candidates) who have been subjected to or witnessed behavior that may constitute harassment are strongly encouraged to report such behavior to the Program Manager. Reports of harassment may be made verbally or in writing.

To create an environment where everyone feels welcomed, supported, and respected, Acumen Academy expects all Fellows and Fellow Candidates entering the community to refrain from harassing others and play their part in preventing and stopping harassment. We expect that you will not engage in harassment (including sexual harassment) of any kind, and you agree to adhere to [Acumen's sexual harassment policy](#) applicable to Fellows and Fellow Candidates (which may be updated by Acumen from time to time).

If these expectations are not met by any Fellow or Fellow Candidate, the Acumen Academy Team reserves the right to remove that individual from the Acumen Fellowship and the community.

7. Support your cohort of Fellows

A key aspect of the Acumen Fellowship is the opportunity to network and share lessons among the cohort. Recognize that you may possess insights that may be valuable to another member of the cohort, and we ask that you be responsive, courteous, and prompt when approached by other Fellow Candidates. We encourage you to actively search for opportunities to collaborate with other Fellow Candidates for mutual benefit.

8. Maintain legal status

By accepting the Acumen Fellowship, you confirm that you are authorized under law, such as immigration law, and under other obligations you may have to others, such as employers, to attend the Learning Sessions in India. In addition, while in the Program, you acknowledge that your activities reflect upon Acumen, Acumen Academy India, and the Program. We expect all Fellows and Fellow Candidates to maintain high standards of integrity, which at a minimum would require each Fellow Candidate to observe applicable laws (including unwritten laws and traditions) for the duration of the Program.

9. Understand your position as an “Acumen Fellow”

You understand that being an Acumen Fellow (or an Acumen Fellow Candidate) does not make you an employee, consultant, or agent of Acumen or Acumen Academy India, that you receive only the benefits outlined in this Offer Letter (which are attendance at Program activities and costs of attendance as noted below), and that you cannot legally bind Acumen or Acumen Academy India in any manner.

10. Acumen and Fellow Candidate’s Role

The Acumen Fellowship is a fully funded, adult educational leadership program. Our role is to create a productive learning environment where participants can learn and practice the content of the Program.

The Acumen Academy Team does not provide medical advice, therapy, legal advice, or personal counseling, and by participating in the Program you understand that the Program is not a substitute for professional advice by legal, mental, medical, or other qualified professionals.

The Acumen Fellowship is designed to both support and stretch. The Program invites introspection on behavioral patterns and the role you may play in maintaining or challenging your status quo. For some, this can bring up emotions.

Furthermore, at times the Program may involve less structured sessions, and the invitation to explore the dynamics at play within the cohort. For some, the process may be new and challenging. For all, it will require a willingness to reflect upon your own beliefs, values, and identities whilst taking responsibility for your boundaries and well-being.

If you are currently working through the healing process of difficult issues in your life, consider whether this is the best time to participate in the Program. Please feel free to reach out to the Program Manager if you have any questions or concerns about your participation in the Program based on your mental, physical, or emotional health at this time.

11. Impact evaluation

You agree to participate in any evaluation to help us understand the impact of the Acumen Fellowship during and after the completion of the Program. Evaluations may be administered semi-annually after completion of the Program, and will not require more than 1 hour of your time each year.

12. The Foundry

Upon full completion of the Program, you may be invited to join The Foundry, a community of 1300+ alumni of Acumen Academy's Fellowship and Accelerator programs. This highly effective network is where like-minded peers from diverse backgrounds share ideas and experiences, connect with mentors, and access resources to grow and scale solutions to poverty.

Your participation in The Foundry will be subject to your adherence to [The Foundry Code of Conduct](#) and any other relevant policies provided by Acumen from time to time. The Acumen Academy Team may share professional contact information that you provided (Email ID, LinkedIn, etc.) with other Foundry members or Acumen's partners to facilitate meaningful connections.

Please sign the [Signature Sheet](#) to indicate that you intend to comply with this Code of Conduct.

PROGRAM POLICIES

1. Fellowship Costs

You will be meeting for two in person immersives during the fellowship year. All pre-approved out of pocket costs at the seminar venue, will be paid for by Acumen Academy India except for Travel. Scholarships for travel will be provided on a case by case basis. Rest of the arrangements will be made by the Acumen Academy Team in advance, and the Acumen Academy Team may set guidelines for costs and reject reimbursement of expenses if they do not adhere to the guidelines. Any reimbursement must be supported by receipts or other evidence of incurrence. Acumen does not offer a stipend or insurance to Fellows, or any other form of additional compensation. Acumen does not cover travel from any other countries to India for Fellows based outside of India for any period.

2. Accommodation

Residence: For immersives, participants are expected to reside at the Session location for the entire duration, even if they are residents of the city where the Session is being held. Irrespective of the venue, leaving the venue for personal or work-related matters is actively discouraged. Exceptions are granted for extraneous circumstances that need to be conveyed in writing and approved by the Acumen Academy Team. The cost of accommodation and meals during the immersives will be 100% covered by Acumen Academy India in accordance with the below.

Room booking: The Acumen Academy Team will book all accommodations starting from the first day of the immersive until the last day of the immersive. Participants who choose to arrive earlier or depart later are expected to make their own arrangements and update the Acumen Academy Team accordingly.

Room sharing: Fellow Candidates may be assigned a roommate to share a room on a no-mixed-gender basis during the immersives. Fellow Candidates are not permitted to bring anyone to stay at the venue, including spouses and children above the age of 2 (exceptions mentioned in the Childcare section). (For related information see **Childcare** and **Accessibility**).

Incidental charges: Some of the venues we stay at may offer room service, laundry, or mini-bar services. Acumen Academy India does not cover any of these costs and each Fellow Candidate is expected to clear any charges before departing the venue.

3. Meals

Meals while traveling: Acumen Academy India does not cover the cost of meals and refreshments while traveling to and from the immersives. However, all meals are provided from the start of the immersives to the end.

Meals during immersives: The Acumen Academy Team will arrange for breakfast, lunch, dinner, and tea break on each day of the immersive. Participants are expected to join the cohort for all meals during the duration of the immersive.

Outside meals: The Acumen Academy Team may arrange for one or two meals outside the venue during the immersive. Each Fellow Candidate is expected to attend except for illness. Should a participant choose not to attend the pre-planned meal options, Acumen Academy will not cover the cost of the meal.

Dietary requirements: The Acumen Academy Team will do its best to ensure that all meals are healthy and prepared in clean environments. If you have any specific allergies or dietary requirements, please communicate this to the Acumen Academy Team beforehand in case special arrangements need to be

made.

4. Health and Emergencies

First Aid: The Acumen Academy Team will ensure that a first-aid kit is available on-site during the immersives. Please note that venues are often located at a distance from the main city so if you require any specific medication, including for allergies, it is recommended that you bring it with you and inform the Acumen Academy Team in advance in case support is needed.

Emergencies: In the case of an accident or emergency during immersives requiring medical attention, the Acumen Academy Team will coordinate with you to transport you to the nearest hospital. We recommend that the Fellow Candidates have valid health insurance in the country where the immersive is being carried.

5. Childcare

Bringing children: Fellow Candidates who are nursing or have children under the age of 2 years have the option to bring the child to the immersives on the following conditions:

- The Fellow Candidate will be able to fully participate in Sessions including late-night sessions.
- If a caregiver is needed for the child during the Session, Acumen Academy India will cover the cost of transport/food/accommodation for the caregiver and the child.
- The Fellow Candidate understands that the child and caregiver will not be able to participate in any Sessions, which may include late-night gatherings.
- Nursing breaks will be provided as needed, during Sessions.

Children above 2 years: If a Fellow Candidate has caring responsibilities for children above the age of 2, the Fellow Candidate should reach out to the Program Manager. In this case, the Fellow Candidate is responsible for covering the costs for the child and caregiver. On a need basis, we may consider financial assistance.

6. Accessibility

As explained previously, the Program requires that Fellow Candidates attend all Sessions along with pre-work and assignments. We are also committed to equality, diversity, and inclusion. Fellow Candidates with any medical conditions (including pregnancy) or disabilities that would make participation difficult should reach out to the Program Manager as soon as possible. The Acumen Academy Team, together with the Fellow Candidate's input, will work to find venues that suit their needs.

We classify complications in pregnancy, doctor's orders for bed rest, miscarriage, and giving birth as medical emergencies that serve as valid reasons to not attend a Learning Session.

7. Removal/Exit from Fellowship

In the event of a breach of any term in this Offer Letter by a Fellow Candidate, the Acumen Academy Team reserves the right to remove the Fellow Candidate from the Acumen Fellowship with written notice. Similarly, if a Fellow Candidate chooses to discontinue their participation in the Acumen Fellowship, we encourage them to initiate a conversation with the Program Manager to express their concerns, followed by a written email to the Acumen Academy Team. Upon a Fellow Candidate's exit from the Program, the Acumen Academy Team will remove their information from all Acumen Academy platforms and the Fellow Candidate may be ineligible for similar offerings by Acumen Academy India and Acumen in the future.

8. General Conditions

In the event that the operation, security, or administration of the Acumen Fellowship is impaired in any way for any reason (including, but not limited to acts of God, fire, flood, severe storm, earthquake, civil disturbance, lockout, riot, order of any court or administrative body, embargo, acts of government, war (whether or not declared), acts of terrorism, quarantines, pandemics, epidemics, or other similar causes), as determined by Acumen Academy India and Acumen in its sole discretion, Acumen Academy India may either (a) suspend the Acumen Fellowship to address the impairment or (b) terminate the Acumen Fellowship. Further, Acumen Academy India and Acumen reserve the right in its sole discretion to disqualify any Fellow Candidate that it finds to be acting in violation of this Offer Letter. Any attempt by any person to undermine the legitimate operation of the Acumen Fellowship may be a violation of criminal and civil law, and should such an attempt be made, Acumen Academy India and Acumen reserve the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by Acumen Academy India or Acumen to enforce any provision of this Offer Letter shall not constitute a waiver of that provision.

9. Release and limitation of Liability

By participating in the Acumen Fellowship, you hereby agree to release and hold harmless Acumen Academy India, Acumen, and each of its affiliates, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the “**Released Parties**”) from and against any claims or cause of action arising out of or resulting from the Acumen Fellowship, including, but not limited to: (a) damages, losses, costs, expenses, injuries, and liabilities resulting from or in connection with your participation in the Acumen Fellowship, such as the risk of being exposed to, contracting, or spreading COVID-19 or other contagious diseases along with all related consequences, (b) any technical, mechanical, network, electronic, computer, human, printing or typographical errors associated with the Acumen Fellowship, and any other errors or problems in connection with the Acumen Fellowship, including without limitation, errors that may occur in the administration of the Acumen Fellowship; (c) any outside disturbance to the Acumen Fellowship, including, but not limited to, natural disasters, acts of terrorism, or other event which may prevent Acumen Academy India and Acumen from conducting the Acumen Fellowship in the manner planned, or unauthorized human intervention in the Acumen Fellowship; (d) the cancellation or postponement of the Acumen Fellowship (or any portion thereof), and (e) the removal or suspension of your participation in the Acumen Fellowship. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Acumen Fellowship, and in no event will you be entitled to receive attorney's fees. The Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by tampering, hacking, or by any equipment or programming associated with or utilized in the Acumen Fellowship. You hereby waive the rights to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct or indirect damages.

You acknowledge that your participation in any aspect of the Acumen Fellowship is voluntary. You accept full responsibility for your participation in the Acumen Fellowship, and by virtue of your participation, you hereby waive any claims that you may now or hereafter have against the Released Parties in connection with the Acumen Fellowship and its activities.

You hereby agree to indemnify and hold the Released Parties harmless from any and all claims, losses, demands, causes of action, damages, or expenses, including without limitation, reasonable attorneys'

fees for the defense thereof, arising out of or resulting from any acts or omissions by yourself or your social enterprise in connection with the Acumen Fellowship (such as the use of any venue or accommodation provided to you, or the failure to comply with required safety or security protocols). In case of any action or proceeding brought against a Released Party by reason of any such claim, upon notice from Acumen, you agree to defend such action or proceeding.

Please sign the [Signature Sheet](#) to indicate that you intend to comply with these Program Policies.

COVID-19 PROTOCOLS

The Acumen Academy India Team is committed to providing a safe Fellowship experience for all Fellows and will operate at all times under national guidelines about what gatherings are legal and safe to hold and attend.

Even though the public health emergency around COVID-19 has ended, we still ask that you exercise caution around others during immersives. In advance of or during an immersive, if you have tested positive for COVID-19, been exposed to someone who has tested positive for COVID-19, or experiencing symptoms such as fever, cough, or shortness of breath, please inform the Program Manager immediately. In such cases, hybrid modalities may be considered if Fellow Candidates are unable to join for the safety of themselves and others. In these instances, virtual attendance and participation will still be mandatory to the extent practicable.

The Acumen Academy India will inform the cohort of required protocols, if any. Please note there may be costs associated with such protocols, including testing and vaccination, which may not be covered by Acumen Academy India.

Please sign the [Signature Sheet](#) to indicate that you intend to comply with the COVID-19 Protocols.

MEDIA POLICY

Photo/Video Release

I hereby consent to and grant Acumen Academy India and Acumen, as well as their affiliates, officers, directors, assigns, licensees, successors in interest, employees, agents, contractors, representatives and anyone authorized by them (collectively, the “**Releasees**”), the irrevocable right to (i) take photographs, videotape, or digital recordings of me and (ii) use my pictures, portraits, photographs, films or videotapes (including any images, video clips, audio files, transcriptions of audio files), biographical information, interview quotations, and spoken or written words that are provided by me or are otherwise obtained by the Releasees over the course of my relationship with Acumen Academy India and Acumen as an Acumen Fellow and an Acumen Fellow Candidate, including my participation in The Foundry if applicable (the “**Material**”), and to use, copy, reproduce, quote, paraphrase, edit and distribute all or a portion of such Material in all forms and in all media in any manner, throughout the world and in perpetuity, for any purpose by Acumen Academy India and Acumen. I further consent that my name and identity may be revealed therein or by descriptive text or commentary. I understand and acknowledge that Acumen Academy India and/or Acumen will be the sole owner of all copyright and other rights in and to any work prepared or developed by the Releasees using all or a portion of the Material (the “**Acumen Developed Material**”). I hereby waive any rights, claims, or interest I may have to inspect or control the use of my identity or likeness in the Acumen Developed Material, and acknowledge that I have no copyright or other rights in the Acumen Developed Material. I hereby release and discharge the Releasees from any and all claims, demands, or causes of action that I may have against them by reason of anything contained in the Acumen Developed Material, or any of the above uses, including any claims based on the right of privacy, the right of publicity, copyright, libel, slander, defamation, copyright or trademark violation, false light or any other right. I understand that there will be no financial or other remuneration for recording me, either for initial or subsequent transmission or playback. I also understand that the Releasees are not responsible for any expense or liability incurred as a result of my participation in the Material, including medical expenses due to any sickness or injury incurred as a result. I represent that I am at least 18 years of age, have read and understand the foregoing statement, and am competent to execute this release.

I acknowledge that, from time to time, Acumen Academy India and/or Acumen may use the information I provide, or which Acumen Academy India and/or Acumen (including its third-party service providers) collects about me, during the Acumen Fellowship and The Foundry (as applicable) to further its philanthropic mission and further improve the Acumen Fellowship and The Foundry. Accordingly, I hereby grant Acumen Academy India and Acumen a royalty-free, perpetual, irrevocable, worldwide and nonexclusive right to use information that I provide to Acumen Academy India and/or Acumen during the Acumen Fellowship and The Foundry (as applicable) solely to (i) conduct and improve the Acumen Fellowship and The Foundry, (ii) for Acumen Academy India and Acumen’s internal and non-commercial purposes, (iii) on an anonymized and aggregated basis, for educational purposes to further Acumen Academy India and Acumen’s philanthropic mission and/or (iv) otherwise with my prior written consent.

By signing the [Signature Sheet below](#), I hereby consent to Acumen Academy India and Acumen storing my name and email address on its listserv. I consent for Acumen Academy India and Acumen to, from time to time, reach out to me for feedback, solicitations related to my work, or other items that may be of interest to me. I acknowledge that I can opt out of these communications at any time.

Media Interaction

In addition, I acknowledge that during my participation in and association with Acumen and Acumen Academy India, my activities – whether intentionally or unintentionally – may reflect upon Acumen, Acumen Academy India, and the Acumen Fellowship. While I or my project may receive a great deal of exposure through this Program, I understand that I am also expected to participate in media interviews and public appearances related to the Acumen Academy India Fellowship. Whether via exposure through this Program, or otherwise by my personal or professional activities, I resolve to act respectfully and with integrity, and when in situations where audacity is desired, I will understand the difference between provocation, disrespect, and illegality, and will thus act appropriately. I also acknowledge that my involvement in the Acumen Fellowship is an indication of Acumen Academy India's belief in me as a leader, and is not an endorsement of my project. When discussing my involvement in the Program, I agree to frame my position as an Acumen Fellow (or an Acumen Fellow Candidate) as a participant in a leadership development program, and I will not state or imply that Acumen or Acumen Academy India either endorses or supports my specific project.

Please sign the [Signature Sheet](#) to indicate that you intend to comply with this Media Policy

NON-DISCLOSURE AGREEMENT

In consideration of my relationship with Acumen Academy India and Acumen Fund, Inc. and their subsidiaries and affiliates (collectively, “**Acumen**”) and in recognition of the fact that I may have access to Confidential Information (as defined below), I hereby agree as follows:

1. **Acumen's Business.** Acumen is a 501(c)(3) New York not-for-profit corporation whose mission is to create a world beyond poverty by investing in social enterprises, emerging leaders, and breakthrough ideas. Acumen is committed to quality and service in every aspect of its business. I understand that Acumen looks to and expects a high level of competence, cooperation, loyalty, integrity, initiative, and resourcefulness from each of its employees, temporary workers, interns, summer associates, Fellows, advisors and volunteers, and any person who will receive or have access to Confidential Information in the course of their service to or for Acumen. I understand that in connection with my activities at or on behalf of Acumen, I may have contact with Acumen's past, current and prospective donors, Fellows, Foundry members, investees, co-investors, limited partners, noteholders, joint-venture partners, business leads, and other related individuals or organizations (“**Acumen Associates**”).

2. **Duties.** I shall comply with all of Acumen's rules, policies, procedures, and standards, including rules regarding access to and use of Acumen's property, equipment, and facilities. I understand that Acumen will make reasonable efforts to inform me of the rules, standards, and procedures which are in effect from time to time and which apply to me.

3. **Outside Activities.** During my relationship with Acumen, I agree diligently to devote my good faith efforts to the Acumen Fellowship during the tenure of the program. I shall disclose any other business or activity that may cause, either directly or indirectly, a conflict of interest regarding Acumen or its portfolio investments or other third-party relationships.

4. **Maintenance of Confidential Information.** During my relationship with Acumen and thereafter, I will: (a) keep confidential the Confidential Information, (b) not, directly or indirectly, disclose or reveal any Confidential Information or use any Confidential Information without the consent of Acumen, and (c) not use the Confidential Information for any improper purpose.

The term “**Confidential Information**” as used throughout this Non-Disclosure Agreement (this “**Agreement**”) means all non-public, confidential or proprietary information concerning Acumen or any of the Acumen Associates in whatever form (including written, oral, visual and electronic forms), whether furnished before or after the date of this Agreement and regardless of how it was furnished, and all analyses, compilations or other materials prepared by you which contain or are based, in whole or in part, on such information. Without limiting the scope of this definition, Confidential Information includes but is not limited to any information concerning any past, present, or prospective business, marketing or financial data, business plans, portfolio-related documents, business processes, investment criteria, proprietary technology or systems, metrics or trade secrets of Acumen or any of the Acumen Associates; and any other record or information relating to the past, present or prospective business, products or services of Acumen or any of the Acumen Associates. All Confidential Information and copies thereof are the sole property of Acumen. Notwithstanding the foregoing, the term Confidential Information shall not apply to information that Acumen has voluntarily disclosed to the public without restriction, or which has otherwise lawfully entered the public domain.

5. **Return of Confidential Information.** At any time upon request of Acumen, or upon termination of my relationship with Acumen, I shall return promptly to Acumen all Confidential

Information and all records, files, blanks, forms, materials, supplies, and any other materials in any form furnished, used, or generated by me during my service to or on behalf of Acumen, and any copies of the foregoing, all of which I recognize to be the sole property of Acumen.

6. Ownership of Confidential Information. I agree that no right or license is granted to me by Acumen concerning Acumen's Confidential Information and that Acumen retains all rights, title, and interest in its Confidential Information.

7. Term. My obligations under this Agreement shall survive the termination of my service to or on behalf of Acumen, regardless of the manner of or reasons for such termination, and regardless of whether such termination constitutes a breach of this Agreement or any other agreement, I may have with Acumen.

8. Remedies. I agree that Acumen would be irreparably injured by my breach of this Agreement, and, without prejudice to any other rights and remedies otherwise available to Acumen, I agree that Acumen may seek equitable relief, including injunctive relief and specific performance.

9. Invalidity. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, the validity and effectiveness of the remaining provisions will not be affected and will remain in full force and effect to the fullest extent permitted by law.

10. Entire Agreement/Amendment. This Agreement constitutes the entire agreement between myself and Acumen relating to the Confidential Information, and supersedes and replaces any prior writings and discussions. No amendment of this Agreement will be effective unless in writing and approved by Acumen. Faxed, photocopied, or scanned signature pages shall be valid and acceptable for all purposes as if they were originals.

11. Governing Law. The validity, interpretation, and performance of this Agreement will be controlled and governed by the internal substantive laws of the State of New York (but not the law of conflicts of law) and will be exclusively decided in the State or Federal Courts in the Borough of Manhattan in the County and State of New York.

Please sign the Signature Sheet to indicate that you intend to comply with this Non-Disclosure Agreement.

The time is always right to do what is right.
- Martin Luther King, Jr.

CODE OF ETHICS

Acumen aims to build transformative businesses and exemplary leaders, among other goals. In addition to the values reinforced in our Fellowship Program, we further encourage our Fellows to use best business practices in the areas of law and governance. Further, we recognize that accountability and acting respectfully are cornerstones of being a meaningful leader.

This Code of Ethics serves as a standard for our team, a model for our Fellows, and a message about our values to other stakeholders. It applies to everyone on our team, whether they are employees, consultants, Fellows, volunteers, or members of our Board or committees.

Sometimes the most appropriate conduct may not be clear. We expect that you will use good judgment and be guided by an internal moral compass as unanticipated situations arise. The basic test: if your behavior was on the front page of a newspaper, or if your families found out about your behavior, would you be embarrassed? Aspire to tell your families about everything you do.

If there are questions about a situation, CONSULT. If there are sincere concerns about behavior, REPORT. The success of this Code is not as a written document to be filed away but as a culture of ethical behavior.

Standards of Ethical Behavior:

Conduct Your Relationships with Honesty and Respect. Acting fairly and with honesty and respect in relationships confers dignity to all who are involved. These relationships extend to other Fellows in the Program, the Acumen family of entities, and in your own endeavors.

Obey the Letter and the Spirit of the Law. It is the duty of each Fellow to educate themselves and respect not only the formal laws but also the spirit of the laws, in each location where they operate. These laws can be complicated and Fellows should consult their own legal adviser if there are any questions.

Further, Acumen wants to work with entrepreneurs who aim to build ethical businesses. We have a zero-tolerance policy for businesses or people that do not obey the letter and spirit of all relevant laws, particularly in the areas of corruption, tax fraud, terrorism and money laundering. The letter and spirit of employee protection laws are also a major focus for Acumen.

- Do not pay or take bribes or kickbacks and do not tolerate such payments by any individual acting on behalf of you or your business even if told that is “how business is done”. Any gifts of any sort to a governmental employee, their relatives, or intermediaries should raise a red flag.
- Know your business partners. Diligence is not a “check the box” exercise; conduct appropriate investigations to understand your potential business relationships and their affiliates to ensure that problematic activities are not occurring.

Acumen has designed its own process to root out some of these concerns, such as by requiring periodic certifications by, and USA PATRIOT Act database searches on, investees. Each business relationship is unique, and we rely on the good judgment and efforts of our Fellows to implement the process that works for them.

Honor Confidentiality Obligations and Proprietary Information. Protect personal and proprietary information that has been entrusted to you, and do not disclose or misuse any confidential information that is learned during the Fellowship, whether about Acumen or other Fellows. If a particular activity requires a Fellow to disclose confidential information to a third party, do so only on a “need to know” basis with a non-disclosure agreement in place. Know your responsibilities under your non-disclosure agreements, applicable privacy policies, and applicable local data protection laws.

Avoid Real or Perceived Conflicts of Interest. Sometimes, there may be a temptation to seek personal benefit (whether for yourself, family members, or friends) in a transaction, such as when engaging a third party contractor or promoting certain business relationships. The fact of the personal benefit may cloud the ability to do the right thing by your social mission, which is called a “conflict of interest”.

Often the issue is novel or the course of action that is in the best interests of your mission not immediately clear when in the midst of the potential conflict. It may take someone independent from the situation to evaluate whether the professional transaction is in the best interests of the mission.

Fellows are encouraged to adopt conflict of interest policies for their business and review them on a periodic basis to determine whether any updates should be made for best practices.

Keep True and Complete Records. We all share the responsibility for keeping records that are truthful and complete. Prepare and receive records that are accurate and not misleading, maintain all documents relevant to a transaction and do not destroy records to prevent their use in any official investigation or internal review.

Safety and Security:

You may work in regions that may be subject to the risks of political unrest, ethnic and terrorist violence, economic disparities and natural disasters. Be informed, smart and aware when traveling.

Rights in Acumen Material:

The rights in any materials (such as speeches, articles, blogs, visual works or computer code) that a Fellow accesses as part of being in the Acumen Fellowship program belong to Acumen.

How to Report Concerns:

In the event that you wish to report any concerns or breaches of this Code of Conduct, please contact the Acumen Academy India Program Manager. Reports may be verbal or in writing.

We understand that there could be discomfort with speaking to the Program Manager (whether or not that individual is part of the concern), or the issue remains unresolved after speaking to

the Program Manager. If the above reporting process is not a good option, please contact Sarah Farooq (sfarooq@acumen.org) or Kate Parker (kparker@acumen.org).

No Retaliation:

If there is a belief that a situation may be against the law or standards of this Code, or just plain improper, please report it. No harm will come to a Fellow for reporting concerns - a good faith report will not cause the reporting Fellow to lose their position in the Fellowship Program, or expose a reporting Fellow to threats or harassment within the Fellowship. This protection includes reports to a public body conducting an investigation, hearing, or inquiry. Any Acumen team member or Fellow who retaliates against someone who has made a good-faith report will be subject to discipline. We will keep any report confidential as best we can, will only involve necessary staff in any investigation, and will attempt to fix, the reported situation. The good faith reporting of concerns helps Acumen to function as a self-reflecting and strong organization promoting ethical businesses and accountable leaders.

Investigation:

The General Counsel of Acumen may notify the President of any matters under review. All relevant matters, including suspected but unproved matters, will be reviewed and analyzed, with documentation of the receipt, retention, investigation, and treatment of the complaint. Appropriate corrective action will be taken, if necessary. Investigations may warrant investigation by an independent person such as auditors and/or attorneys.

An individual subject to a complaint under this policy shall not be present at or participate in any deliberations or vote on any matter relating to such complaint but may be asked to present information or answer questions before deliberations or vote on the matter.

Updates

We review and update our policies and procedures periodically, and may modify this Code from time to time.

Please sign the [Signature Sheet](#) to indicate that you intend to comply with this Code of Ethics.