



SINDHUKA'S COLLECTIVE TRADEMARK REGULATION



The “Sindhuka’s Collective Trademark Regulation” is a comprehensive document prepared by Istituto Oikos Onlus in the context of the project Development of Climate Change Resilient Agriculture (DCCRA – AID 10954) in which it is stated all terms and conditions to be followed to use any product or service under the name of Sindhuka’s Trademarks. The document is aimed to be presented by Fulbari Agriculture Cooperative to the Department of Industry of Nepal and shared with interested parties.

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CHAPTER 1: PROPERTY AND USE STANDARDS

The “Chapter 1 - Property and Use Standards” is part of an extended document named “Sindhuka’s Collective Trademark Regulation”.

1.1 Introduction

This document is published by Fulbari Agriculture Cooperative¹, sole proprietor of Sindhuka's Trademarks, with the aim of communicating the rules and guidelines that govern its use, protecting its value and integrity and assisting local producers in developing packaging and marketing materials for their products, providing a differentiated and well recognized image in the market, enhancing its market visibility and commercial opportunities.

The document describes all current permissions and limitations related to the use of Sindhuka's name and its organizational symbol or a combination thereof, in favour of an authorized party, in the understanding that all content of this document is subject to trademark protection, under the provisions of the Federal Democratic Republic of Nepal Law "Patent, Design and Trade Mark Act, 1965", and other related national and / or international laws regulating the use of registered trademarks.

The use of Sindhuka's Trademarks is subject to the correct fulfilment of the terms and conditions described herewith.

1.1.1 Mission

Sindhuka's branding system is aimed at creating a trademark in Nepal that provides a differentiated and well recognized image to locally grown products that are aligned with sustainable and environmentally friendly production models responding to climate change effects through climate change resilient cultivation practices, using local varieties and ecotypes.

The main objective is to create a win-win situation in which, on the one hand, local producers, are expected to improve the quantity and the quality of their production, hence enhancing their visibility and competitiveness within the market, while on the other hand, consumers can access to high quality, harmless and locally produced products.

As a consequence, it is expected that local producers find higher incentives to transit from generic agriculture to the promoted producing models.

1.1.2 Vision

The objective in the long run is to include into Sindhuka's branding system the highest number of Nepali farmers compliant with the DCCRA's Standards, increasing the market share for traditional local agricultural products (vegetables, fruits and seeds), reversing the growing trade deficit² experienced in the agriculture sector since recent years (especially after the earthquake occurred in 2015), and developing a strong trademark recognized at national and even international level.

1.2 SINDHUKA's Trademark and Intellectual Property Protection

Sindhuka's name and its organizational symbol are registered trademarks ("Sindhuka's Trademarks") **property of Fulbari Agriculture Cooperative**, addressed in Namobuddha Municipality ward num. 2, Patlegaun, Kavrepalanchok, Nepal, registered under registration number 1 and PAN number 608909093.

¹ FULBARI will be used within this document as an abbreviation of the full name Fulbari Agriculture Cooperative.

² Trade deficit: a situation in which the value of goods a country imports (= buys from other countries) is greater than the value of goods it exports (= sells to other countries), or the size of this difference (Cambridge Dictionary).

The trademarks symbolize the reputation and goodwill of Sindhuka's products and serve to identify and distinguish them from those of others.

Fulbari shall seek, obtain and maintain in its **own name** and at its own expense **appropriate protection** for Sindhuka's Trademarks and shall **retain all right, title and interest** on them.

All use of Sindhuka's Trademarks requires **pre-approval by Fulbari** and it is reserved for authorized parties ("Authorized Party") only.

Sindhuka's Trademarks, symbols, logos & imagery use by **third parties** is **not** generally **permitted** except through express written authorization from Fulbari. To maintain its distinctiveness, non-authorized third parties are not allowed to use Sindhuka's Trademarks in such a manner as to confuse consumers into believing there is an affiliation with or an endorsement by Sindhuka, when in fact there is none.

As **unauthorized** use of Sindhuka's Trademarks is strictly **prohibited**, Fulbari reserves the right to take legal action against any party that reproduces or copies Sindhuka's Trademarks without prior authorization. If any situation as specified in the proviso clause of Article 18(1) from "*The Patent, Design and Trade Mark Act, 2022 (1965)*" exists, it will be subject to departmental action under the clause of 18(3) of the Act.

Any party **requesting** to use Sindhuka's Trademarks must sign a written **agreement** ("TM³ Agreement") before artwork will be released. The TM Agreement provides to the **Authorized Party** the **right** to use, manufacture, have manufactured, sell, distribute, and advertise the authorized products under **non-exclusivity** basis, possibly subject to **royalty** and for a **limited period**, except as otherwise provided in the agreement between both parties. Sindhuka's symbols can only be used if the TM Agreement expressly grants that right.

The Authorized Party may **not grant** any **sublicenses** to any third party without the prior express written consent of Fulbari which may be withheld for any reason.

The Authorized Party is required to **comply with** the **guidelines and rules** contained in the document "Sindhuka's Collective Trademark Regulation", reserving Fulbari the right to withhold approval for the use of Sindhuka's Trademarks on any products, packaging or other materials not compliance with the content expressed in the mentioned document.

Fulbari shall have the right, upon previous written notice to **inspect documents and materials** in the possession of or under the control of the Authorized Party with respect to the subject matter of the TM Agreement. In case of discrepancies, Fulbari shall request **compensation** based on the conditions agreed in the TM Agreement.

1.3 DCCRA's Standards

Sindhuka name and its organizational symbol are registered trademarks that can be found in agricultural products sourced from farms that are managed according to standards aligned with the objectives of the project "*Development of Climate Change Resilient Agriculture (DCCRA)*" - AID 10954 - aiming at promoting sustainable and environmentally friendly models responding to climate change effects.

The DCCRA project has focused part of its attention on training and monitoring farmers into what is known as *Climate Change Resilient Agriculture*. Un-predictable rainfall, disease-pests, wind speed and increase in ambient temperatures are results of climate change and represent variables perceived by the farmers

³ TM: Trademark

directly affecting their crop yields. Farmers willing to use Sindhuja's Trademarks shall be adopting a production approach in line with the mitigation of such climatic adversities.

Trainings, monitoring activities and methods promoted by the project include:

- **IPM (Integrated Pest Management):** management of agricultural and horticultural pests promoting the use of natural and low-toxicity methods (such as use of crop rotation and beneficial predatory insects), with a reduced use of chemicals. IPM emphasizes the growth of a healthy crop with the least possible disruption to agro-ecosystems.
- Introduction of **appropriate mechanical tools and equipment.**
- **Rainwater harvesting:** collection and storage of rainwater into natural resources or tanks. The water can be later used in periods of drought.
- **Drip irrigation:** method of controlled irrigation in which water is slowly delivered to the root system of multiple plants. The water is delivered to plants' roots through a series of pipes, tubes and valves. There is no waste of water when using this method.
- **Sprinkler irrigation:** method of irrigation where application of water is similar to natural rainfall. Water is distributed through a system of pipes, usually by pumping. The water is then sprayed into the air through sprinklers so that it breaks up into small water drops falling to the ground.
- **Mulching:** layer of protective material spread over the surface of soil to reduce evaporation, conserving temperature and moisture, enriching soil health and fertility and controlling the proliferation of weed. Straw mulching or plastic mulching could be examples.
- Use of **Jholmol:** homemade bio-fertilizer and bio-pesticide prepared by using the locally available materials like animal urine, water, jeevatu, farmyard manure and plants' materials in a defined ratio, helping to improve crop yields while lowering costs for farmers. The use of such naturally sourced fertilizers minimizes the presence of chemicals in the soil and encourages farmers to keep livestock
- **Minimum tillage:** soil conservation system based on applying the least possible amount of cultivation and soil disturbance to obtain a successful crop production. It is a method applied to prepare a suitable seedbed without disturbing its physical condition, helping to reduce the erosion. It helps reducing man-power for cultivation and conserve the moisture in the earth.
- **Use of locally available seeds for fruits and seeds production:** when using local varieties the plants do not absorb so much nutrients from soil compared to hybrids, hence conserving the texture and structure of soil. Its produce count with higher nutritional quality, tasting better than other hybrid varieties. From an economical point of view, local varieties are more convenient since the seeds are generally cheaper and they require a lower amount of fertilizers to grow.
- Implementation of **nurseries:** the per unit area/place where young and delicate plants and trees are cultivated and grown until usable size (seedling stage). Most of the vegetables are delicate to directly sown in main field so they are grown first in nurseries in order to nourish them.

1.4 Warranties and Obligations

Fulbari warrants that it has the **right and power to grant** the **authorization** in Nepal, that there are **no other agreements** with any other party **in conflict** and that **Sindhuka's Trademarks do not infringe any valid right** of any third party.

Fulbari compromises to invest on promoting Sindhuka's Trademarks only and not for its own economic profit any possible economic surplus resulting from royalties provided by the Authorized Party.

With the aim of ensuring transparency, Fulbari shall **share** an **annual report** with the Authorized Party in which information regarding any update on Sindhuka's Trademarks and relevant investments on trademarks' promotion shall be included.

The **Authorized Party** warrants that it will use its best efforts to **promote, market, sell, and distribute** Sindhuka's products and that it will be **compliant with** the **conditions stated** herewith as **sole responsible** and bearing related costs. Moreover, the Authorized Party shall **include** on Sindhuka's products, as well as all promotional, packaging, and advertising material relative thereto, all appropriate **legal notices** as required by Fulbari and stated in the "Sindhuka's Collective Trademark Regulation".

1.5 Quality control

The Authorized Party shall always keep **high quality** standards, at least equal to comparable products previously manufactured and marketed by the Authorized Party under the trademarks and in conformity with the TM Agreement.

If the quality of a class of Sindhuka's products falls below such a production-run quality, the Authorized Party shall use its best efforts to restore such quality. In the event that the Authorized Party has not taken appropriate steps to restore such quality within the agreed time (in conformity with the TM Agreement) after notification by Fulbari, the latest shall have the right to terminate the TM Agreement and require that the Authorized Party cease using Sindhuka's Trademarks.

The Authorized Party agrees to permit Fulbari or its representative to visit the facilities where Sindhuka's products are being manufactured and packaged.

At least once during each calendar year, the Authorized Party shall submit to Fulbari clear pictures that may serve as a proof of compliance with the conditions stated in the "Sindhuka's Collective Trademark Regulation" (i.e. labels, production techniques, final product, etc.).

1.6 Design Specifications

Sindhuka's Trademarks are registered **graphic** units and must **never be altered** from their original form and no element of the trademarks may be pulled out of the mark to stand alone as a graphic image.

Further and fully detailed information regarding design of the symbols and texts' formats with the purpose of labelling or communicating the brand can be found in the **Visual Standards Guide (Chapter 2)**.

1.7 Conditions of Use

In order to be an eligible candidate to apply for the use of Sindhuka's Trademarks, the prospect Authorized Party must comply with all terms and conditions expressed within this document "Sindhuka's Collective Trademark Regulation" and the TM Agreement.

1.7.1 Applicability

The following categories represent the list of prospect Authorized Parties that may be considered as applicable by Fulbari for the use of Sindhuka's Trademarks (being (I) and (II) juridical persons and (III) and (IV) natural persons):

- (I) **Agriculture Cooperative** with a valid and active registration at the Department of Co-operative, part of the Ministry of Land Management, Cooperatives and Poverty Alleviation, from the Government of Nepal.
- (II) **Farmers' Group** with a valid and active registration at the Rural Municipality (Gaunpalika), part of the Ministry of Federal Affairs and General Administration, from the Government of Nepal.
- (III) **Member of an Agriculture Cooperative** with a valid and active registration at the Department of Co-operative, part of the Ministry of Land Management, Cooperatives and Poverty Alleviation, from the Government of Nepal.
- (IV) **Member of a Farmer's Group** with a valid and active registration at the Rural Municipality (Gaunpalika), part of the Ministry of Federal Affairs and General Administration, from the Government of Nepal.

Any other juridical or natural person not pertaining to any of the previously exposed categories shall be excluded and not applicable for using Sindhuka's Trademarks.

1.7.2 The Application process

Prior to the commencement of manufacture and sale of Sindhuka's products, the prospect Authorized Party shall **submit** to Fulbari an application form compiled (the "**Application Form**"), predefined by Fulbari, including all information requested. Fulbari may approve or propose modifications to the prospect Authorized Party application within ten (10) working days after receipt. The Application Form represents a self-certification in which the prospect Authorized Party declares the fulfilment of the requirements hereof including information such as name, entity type, address, registration number, arable land surface, list of products to be commercialized under Sindhuka's Trademark, brief explanation of the production techniques used, type of fertilizers and pesticides used, etc. (see Annex 1_ Application Form_SINDHUKA's TM).

Once the **Application Form** is **approved** by Fulbari, the prospect Authorized Party shall not materially depart therefrom without Fulbari's prior express written consent by **signing a TM Agreement** from both parties. After signing such agreement and **paying** the corresponding **royalties** (in case of being included in the TM Agreement), Fulbari will provide the Authorized Party all materials needed for using Sindhuka's Trademarks. Materials delivered include digital and physical materials and shall be defined in the TM Agreement. From then, the Authorized Party is **authorized to use** Sindhuka's **Trademarks** for the period and under the terms agreed.

In case the prospect Authorized Party, being a natural person, **belongs to category (III)**, the agriculture **cooperative** shall serve as a full **mediator** between the prospect Authorized Party (member of the cooperative) and Fulbari and shall undertake the actions of collecting the documents required for applying for the use of Sindhuka's Trademark, submitting the Application Form, maintaining all communications and prosecuting the application process until its final resolution.

In case the prospect Authorized Party, being a natural person, does not belong to category (III) due to the absence of agriculture cooperatives within proximity, but **belongs to category (IV)** instead, the prospect Authorized Party (member of the farmers' group) shall **directly undertake the actions** of submitting the Application Form, maintaining all communications and prosecuting the application process until its final resolution by including in the Application Form a **Recommendation Letter** signed by the farmer's group authorized representative.

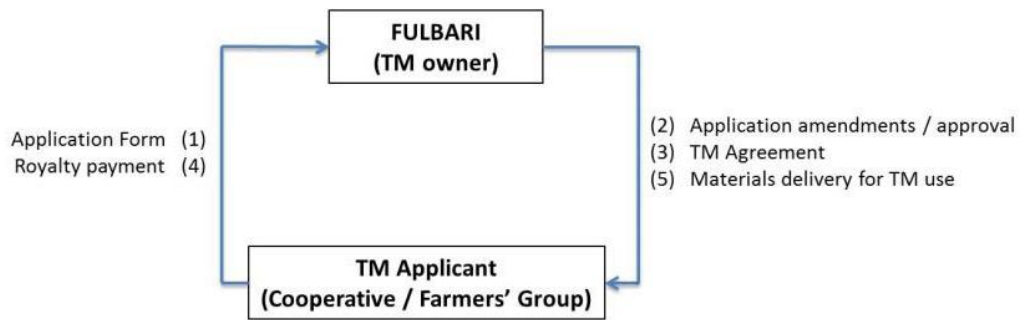


Chart 1. Trademark application process for categories (I) and (II)

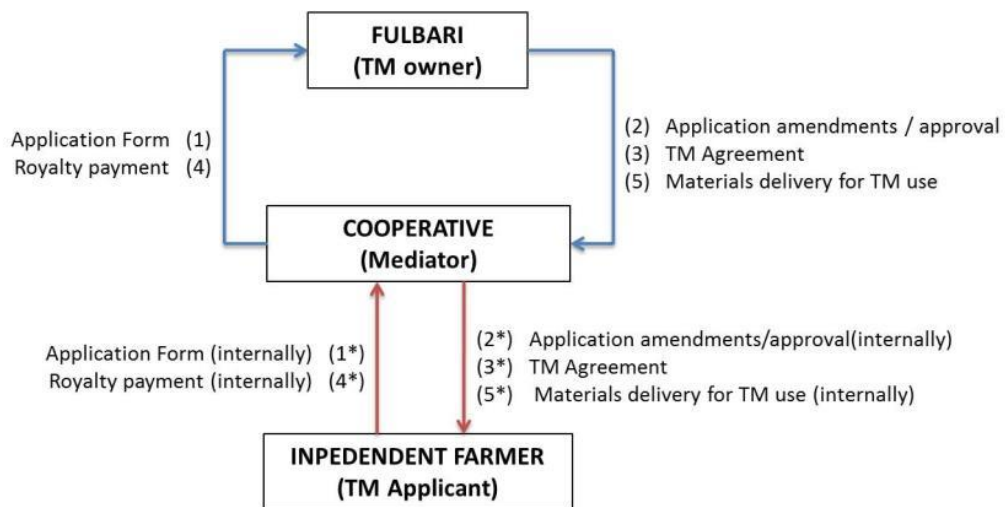


Chart 2. Trademark application process for category (III)

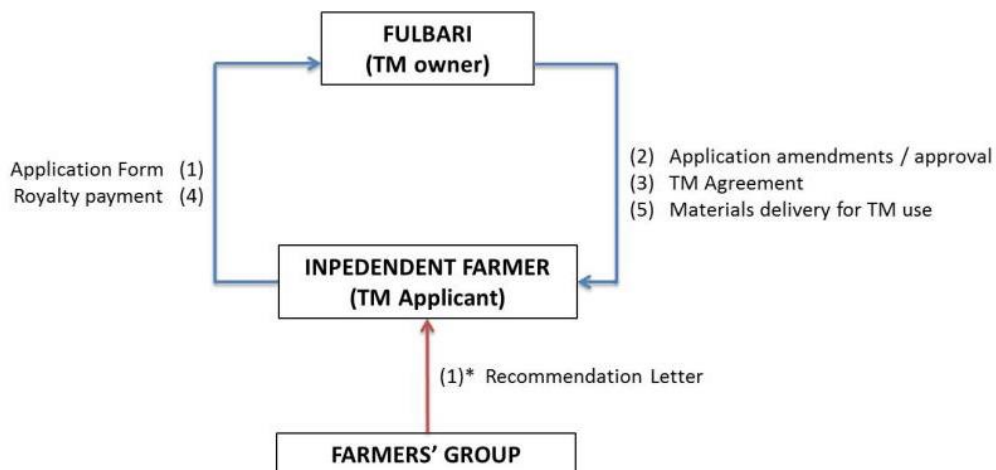


Chart 3. Trademark application process for category (IV)

1.8 Termination or expiration

In addition to the termination rights that may be provided elsewhere in the TM Agreement, either party may **terminate** the **TM Agreement** upon thirty (30) days written notice to the other party in the event of a

breach of a material provision of the TM Agreement by the other party, provided that, during the thirty (30) day period, the breaching party fails to cure such breach.

Upon expiration or termination, the Authorized Party shall **provide** Fulbari with a complete **schedule of all inventory** of Sindhuka's products then on-hand (the "Inventory").

Upon expiration or termination, **except** for reason of a **breach** of the Authorized Party duty to comply with the quality control or legal notice marking requirements, the Authorized Party shall be entitled, for an **additional period** of three (3) months and on a non-exclusive basis, to **continue to sell** such Inventory. Such sales shall be made subject to all of the provisions of the TM Agreement.

Upon the expiration or **termination** of the TM Agreement, all of the **rights** of the Authorized Party under the TM Agreement **shall terminate** and immediately revert to Fulbari and the Authorized Party shall immediately discontinue all use of Sindhuka's Trademarks.

1.9 Good will

The Authorized Party recognizes the **value of the good will** associated with Sindhuka's Trademarks and acknowledges that the trademarks and all rights therein including the good will pertaining thereto, **belong exclusively to Fulbari**.

1.10 Code of Conduct

The Code of Conduct represents an important tool to ensure that all parties using the trademark carry out their operations in line with Sindhuka's ambitions and goals, and meet the requirements and expectations placed on its name as a **responsible brand**. The Code of Conduct provides practical guidance for **how to behave, act and make decisions** so that they are all taken **with environmental, social and ethical responsibility**. It also describes the appropriate approach to be considered when dealing with Sindhuka's products. To read more about SIDHUKA's Code of Conduct, check Annex 2.

1.11 Infringements

If an action for infringement of the rights defined in the TM Agreement is brought, each party shall execute all papers, testify on all matters, and otherwise **cooperate** in every way necessary and desirable for the **prosecution** of any such **lawsuit**.

1.12 Indemnity

The Authorized Party agrees to **defend and indemnify** Fulbari, its officers, directors, agents and employees, against all costs, expenses and losses (including reasonable attorneys' fees and costs) incurred through **claims of third parties** against Fulbari based on the manufacture or sale of Sindhuka's products including, but not limited to, actions founded on product liability.

1.13 Jurisdiction and Disputes

The TM Agreement shall be governed in accordance with the **applicable law** of the Federal Democratic Republic of Nepal.

Any **controversy, claim or dispute** arising out of or relating to the TM Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or

applicability of the TM Agreement to arbitrate (except at the option of either party for any application for injunctive relief) shall be finally settled by the applicable **arbitration law** of the Federal Democratic Republic of Nepal.

The arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

1.14 Governmental approval

As promptly as possible after execution of the TM Agreement, the Authorized Party shall **submit copies** of the TM Agreement to any **governmental agency** in any territory where approval of an agreement is necessary and agrees to promptly prosecute any such application diligently. The TM Agreement shall only become effective in such territory upon receipt of appropriate approval from the applicable governmental agency.

CHAPTER 2: VISUAL STANDARDS GUIDE

The "Chapter 2 - Visual Standards Guide" is part of an extended document named "Sindhuka's Collective Trademark Regulation".

2.1 Sindhuka name and organizational symbol

Sindhuka's name and organizational symbol are registered trademarks with the aim of providing a differentiated and well recognized image to agricultural Nepali products that are aligned with the DCCRA's Standards (see 1.1.3 in Chapter 1), enhancing its market visibility and opportunities.

As Sindhuka is a trademark born inside the DCCRA project with presence in the Nepalese districts of Kavrepalanchok, Sindhuli and Sindhupalchok, an acronym was chosen counting with parts of the three words: "Sindhu" from Sindhuli and Sindhupalchok and "ka" from Kavrepalanchok. The selection of the name and the organizational symbol was decided during a round table held at the Dhulikhel Training Center on September 20th 2018, supported by the majority of votes from the main 13 cooperatives involved in the DCCRA project

The use of Sindhuka's name and organizational symbol is subject to the correct fulfilment of the terms and conditions described herewith.

2.2 Elements of the symbol

The Sindhuka symbol is a graphic representation of a Nepali farmland composed by four main elements: a traditional Nepali farmer, a field, the Himalayan landscape and the Nepali flag.

The first element represents a traditional Nepali farmer, portrayed in the position that local farmers assume when they harvest and wearing a traditional Nepali "*dhaka topi*" hat.

The second element represents a field of tomatoes. This local agricultural variety has been selected for its red colour as it is considered the national colour and symbol of bravery for Nepali people.

The third element, represented by the Himalayan mountains, is found on the back of the symbol and it defines the uniqueness of Nepali landscape.

The fourth and last element, shaping the surrounding of the symbol, uses both red and blue colours found in the national flag of Nepal.

2.3 Conditions of Use of the symbol

- The symbol is not to be used deliberately without prior consent of Fulbari.
- It shall never be displayed or presented in any manner that suggests that Sindhuka endorses one product or project over another.
- Commercial use of any Sindhuka's symbol requires compliance with the "Sindhuka's Collective Trademark Regulation".
- None of the elements may be altered in any way.
- Use only the digital artwork provided.
- Do not redraw the symbol.

2.4 Sizes

Proportion:	Registration Size:	Minimum Size:
		<p><u>Print:</u> 20 mm x 20 mm <u>Internet:</u> 350 x 350 px <u>Video:</u> 550 x 500 px</p>

2.5 Reproduction and Distribution

The Sindhuka symbol is to be reproduced only from Fulbari. Do not attempt to recreate the symbol in any manner. Do not provide copies of the symbol art to external parties without the approval of Fulbari.











2.6 Colour

The Sindhuka symbol should be reproduced in either original multiple colours or in black/white. The main colours of the Sindhuka symbol are green, blue and red in different shades. When reproduced in one colour, the symbol shall be used in greyscale. When the symbol is placed on a colour field, it should be reversed to white.



2.6.1 Primary colour palette

Main colours, described below, are linked to the ones present in Nepali fields and landscapes. The symbol should use these colours as the primary and most visible.

 C28 M15 Y75 K0 R189 G190 B101 WEB BDBE65	 C100 M54 Y100 K0 R0 G107 B68 WEB 006B44	 C29 M12 Y0 K0 R175 G202 B233 WEB AFCAE9	 C55 M35 Y80 K82 R34 G44 B14 WEB 222C0E
 C34 M12 Y90 K17 R152 G164 B60 WEB 98A43C	 C95 M78 Y81 K0 R49 G81 B79 WEB 31514F	 C28 M86 Y92 K7 R176 G69 B50 WEB B04532	
 C73 M28 Y92 K0 R89 G146 B78 WEB 59924E	 C57 M22 Y45 K30 R88 G124 B112 WEB 587C70	 C36 M87 Y91 K7 R161 G66 B52 WEB A14234	

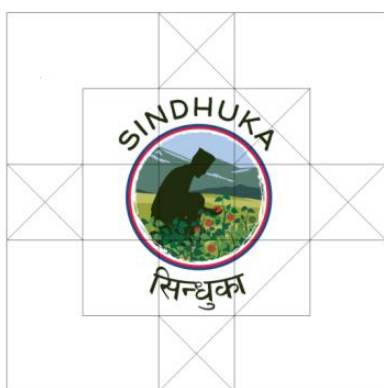
2.6.2 Secondary colour palette

A secondary colour palette has been added, as less predominant than primary, to reflect the Nepali flag while continuing to reflect a seamless brand image. These colours should be used in conjunction with the defined primary colours.



2.7 Clear Space

The Sindhuka symbol should stand out from other graphic elements. The symbol should always be surrounded with a minimum area of clear space equal to one third of the height of the symbol.

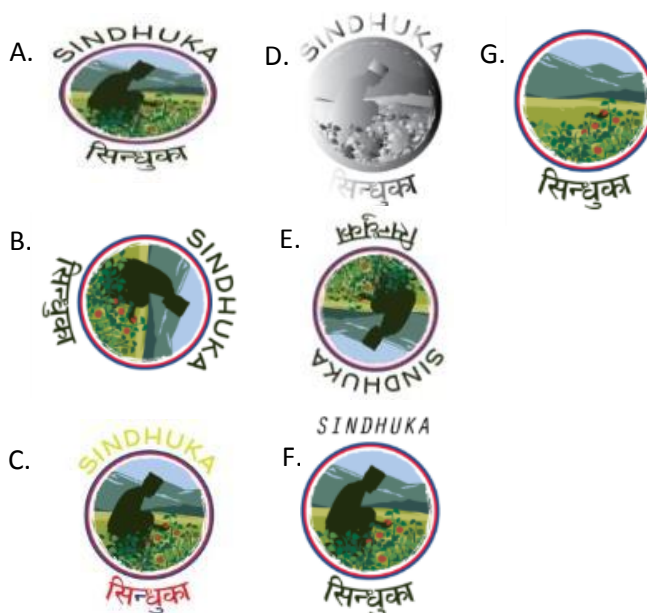


2.8 Incorrect use

The symbol shall be never placed on low-contrast background colours. Background colours must provide enough contrast for the symbol to remain highly visible.

The following are visual examples of some incorrect uses of SINDUKA's trademarks:

- A. Do not stretch or bend the symbol or alter its proportions.
- B. Do not rotate the symbol.
- C. Do not use any colour variations for any of the symbol's parts.
- D. Do not add any effects such as bevels, drop shadows, or outlines.
- E. Do not reverse the symbol except as detailed in this guide.
- F. Do not alter the symbol fonts.
- G. Do not remove elements from the symbol (lines, registration mark, etc.).



2.9 Text Configuration

2.9.1 Font

The symbol uses two fonts:

ABCDEFGHIJKLMNOPQRSTUVWXYZ
1234567890

Neutra Display Drafting Alt:

This is the font used for Sindhuka's **name** in **Latin** alphabet.

व्यक्तमन्त्रद्वैः लक्ष्मिचक्रद्वय
ज्ञानघट्टद्वयद्वय

Preeti:

This is the font used for Sindhuka's **name** in **Nepali** alphabet.

In case the symbol is accompanied by text (i.e. a slogan), the preferred font is:

ABCDEFGHIJKLMNOPQRSTUVWXYZ
STUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Crafter Rough:

This is the font used for Sindhuka's **slogan** and it is the main font to be used when attaching any text to the symbol.

2.9.2 Official Text Configuration

In case a text is inserted accompanying the symbol (i.e. slogan), it needs to respect the clear space (described in 2.1.5.3) and the following orientation.

The height of the stacked text shall be equal to the height of the symbol.

In case the text is inserted in a single line configuration must be placed and aligned at the halfway of the height of the symbol.



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ANNEX 1 - APPLICATION FORM: USE OF SINDHUKA'S TRADEMARKS

The "Annex 1 – Application form: use of Sindhuka's Trademarks" is part of an extended document named "Sindhuka's Collective Trademark Regulation".

Annex 1 – License Application Form

Name:

Address:

Entity type:

Registration number:

Production Planning:

LIST OF VARIETIES	ARABLE LAND SURFACE (Ropani / Variety)	PRODUCTION FORECAST
1.	Ropani	Kg
2.	Ropani	Kg
3.	Ropani	Kg
4.	Ropani	Kg
5.	Ropani	Kg
6.	Ropani	Kg
7.	Ropani	Kg
8.	Ropani	Kg
9.	Ropani	Kg
10.	Ropani	Kg
11.	Ropani	Kg
12.	Ropani	Kg
13.	Ropani	Kg
14.	Ropani	Kg

List of **producing techniques and methods** to be used:

- ☐ IPM (Integrated Pest Management)
- ☐ Appropriate mechanical tools and equipment
- ☐ Rainwater harvesting
- ☐ Drip irrigation
- ☐ Sprinkler irrigation
- ☐ Mulching
- ☐ Jholmol production
- ☐ Minimum tillage
- ☐ Use of locally available seeds for fruits and seeds production
- ☐ Nurseries implementation
- ☐ Others (describe):

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List of **fertilizers and pesticides** to be used:

- ☐ Jholmol
- ☐ Chemical
- ☐ Others

ANNEX 2 – SINDHUKA'S CODE OF CONDUCT

The "Annex 2 – Sindhuka's Code of Conduct" is part of an extended document named "Sindhuka's Collective Trademark Regulation".

Annex 2 – Sindhuka’s Code of Conduct

The Code of Conduct represents an important tool to ensure that all Authorized Parties using the trademark conduct their business in a manner consistent with Sindhuka’s ambitions and goals, and meet the requirements and expectations placed on its name as a responsible brand. The Code of Conduct provides practical guidance for how to behave, act and make decisions so that they are all taken with environmental, social and ethical responsibility and it describes the appropriate approach to be considered when dealing with Sindhuka’s products.

Sindhuka’s advocates for spreading responsible and respectful practices that can directly benefit both the environment and all the people involved in its whole value chain. Safe production practices such as the ones included in the DCCRA Standards, together with a series of good practices described herein, form the best ground to align Sindhuka in the best manner with its vision.

This Code will apply to all Sindhuka’s Authorized Parties and will be incorporated into each Trademark Agreement. As a condition of being permitted to produce and/or sell licensed products bearing Sindhuka’s Trademarks, all Authorized Parties must comply with this Code and must ensure their Contractors comply the same way. It is the responsibility of the Authorized Parties and their Contractors to ensure supply chain transparency and to trace their supply chain to its origin.

Responsible and sustainable business

Sindhuka’s strategy for sustainable business development is to work with customers, business partners and suppliers to implement measures that promote long-term responsibility with the intention of being viewed as an attractive brand for by all stakeholders involved within the value chain. Consequently, a greater number of producers would be included and so the practices promoted by the brand.

This Code of Conduct has been prepared in harmony with international conventions for corporate responsibility as defined by the UN Global Compact Principles.

Scope

- The Code of Conduct is applicable in its entirety to all Authorized Parties using Sindhuka’s Trademarks, either being producers, distributors, service providers, or any other Authorized Party.
- It forms the basis for evaluation of future potential Authorized Parties using the trademark.
- The content of the Code of Conduct also reflects the business principles we expect distributors and other business partners to display.

Compliance with the law

- Sindhuka shall always comply with the legal requirements and regulations that are in force in the geographical locations where it operates, including environmental laws.
- Where the applicable legal laws of the country of manufacture conflict or differ with the standards and other requirements in this Code, the higher standard prevails.
- It may be chosen to set higher standards than required by local laws when it could be considered this to be appropriate.

1. Environment

Sindhuka is active in the production of vegetables, fruits and herbal plants and it is dependent on natural resources and well-functioning ecosystems. Simultaneously, it has an impact on the environment on which it is dependent, mainly taking part in the cultivation stage. Any Authorized Party shall engage in systematic efforts to continuously improve operations and reduce its environmental impact.

In areas where the impact is significant on the environment, natural resources or the ecosystems, stakeholder dialogue should be reinforced to find appropriate solutions that address both business and environmental concerns.

- a) **Cultivation:** creating long term commitment in working with customers and suppliers in order to minimize negative impacts on the environment while using production practices in accordance with the DCCRA Standards and providing ongoing information and advice to farmers on effective use of inputs and on how to minimize risks to users and the environment.
- b) **Products and raw materials:** continuously improving knowledge of the products and raw materials in order to reduce the climate and environmental impacts, analyzing risks associated with the raw materials used and imposing sustainability requirements.
- c) **Resources and Production:** utilizing all resources as efficiently as possible and minimizing the carbon footprint, emissions to the environment and waste in the operations while working actively on improving energy efficiency and minimizing the use of inputs. Moreover, efforts shall be made on reducing the environmental impact of transportation.

2. Business ethics

Any Authorized Party using Sindhuka's Trademarks in any situation and geographic location shall be recognized by its responsibility and respect for any stakeholder involved within the whole value chain by adopting strict standards for ethical behaviour and good business practices, fighting against all forms of corruption.

- a) **Integrity and anti-corruption:** strictly prohibiting all forms of corruption, bribery and money laundering same way as all unlawful restriction of competition.
- b) **Conflicts of interest:** placing Sindhuka's interests above personal interests when conflicts of interest may raise in any business activity.
- c) **Information security:** protecting confidential information about Sindhuka's strategies, activities, and business operations and not disclosing it to any unauthorized parties. Confidential information that Sindhuka receives from a third party shall be processed and protected in the same way as its internal confidential information.
- d) **Disclosure:** facilitating the information required to Sindhuka's proprietor by any Authorized Party as designated in the Trademark Agreement and updating such information immediately when any change occurs.

3. Society

Sindhuka shall engage in constructive dialog, characterized by honesty, openness, accessibility and speed, with all stakeholders involved.

- a) **Inclusion:** not excluding any natural or legal person if compliant with the Sindhuka's Collective Trademark Regulation, especially considering such stakeholders directly involved in the project Development of Climate Change Resilient Agriculture (AID 10954) from the districts of Kavrepalanchok, Sindhuli and Sindhupalchok.

- b) **Stakeholders dialogue:** engaging in social issues, participating in debate and maintaining active dialogue with farmers, employees, customers, suppliers consumers, trade organizations, governmental and non- governmental organizations, always providing accurate and transparent reporting of ongoing business.
- c) **Brand and market communication:** providing information that is ethically correct and not misleading in all Sindhuka's product labelling, marketing and advertising with the aim of increasing the brand value and sales, not being in conflict with the brand promise. Moreover, Sindhuka does not sponsor any political parties or religious activities.
- d) **Taxes:** following country's tax laws and regulations in letter and spirit, being prohibited any artificial transactions for tax purposes.

4. Social conditions

Sindhuka expects from suppliers and any Authorized Party to support and respect internationally declared human rights ensuring that all affiliated are treated fairly, equally and with respect.

- a) **Freedom of association:** respecting employees' rights to self-organization in trade unions and collective bargaining.
- b) **Working hours:** being compliant with national legislation, industry standards and collective agreements.
- c) **Wages:** ensuring that wages and benefits correspond to at least the collectively agreed and legally stipulated levels.
- d) **Forced labour:** not permitting any form of forced labour or work connected with any form of penalty.
- e) **Child labour:** not allowing the employment of any person below the minimum legal employment age by none of the Authorized Parties. Every child shall be protected from economic exploitation and from performing any work that may be dangerous, have an adverse effect on the child's education or be harmful to the child's health and development.
- f) **Equal treatment:** actively promoting equality and diversity, not accepting discrimination, intimidation, oppression or harassment in any form.
- g) **Women's rights:** women workers will receive equal treatment and equal opportunity to fill all positions open to male workers. When being pregnant, will not be exposed to hazards, including glues and solvents, that may endanger their safety (including their reproductive health), unless thorough protections are in place.
- h) **Harassment or Abuse:** treating with respect and dignity every worker which shall not be in any way subject to physical, sexual, psychological or verbal harassment or abuse. Any party involved will not use or tolerate any form of corporal punishment.

5. Products

Sindhuka's products shall be safe for users and consumers, working systematically to continuously improve, always being open to collaborations with researchers, NGOs, universities, suppliers, customers and other stakeholders.

- a) **Traceability, origin and safety:** creating products easily traceable in accordance with applicable regulatory requirements and industry standards, using only local varieties and eco-types and working actively on product safety and high quality standards. In the event of faults, products that present a risk to the user or consumer shall be recalled.
- b) **New technology:** Sindhuka has a positive view on the opportunities that the development of new technologies can offer to the agricultural sector, as long as such technologies are aligned with the principles of climate change resilient agriculture. New technological adoptions shall be always evaluated and governed by the precautionary principle.

6. Monitoring and compliance

Compliance with the Code of Conduct is essential for the long-term sustainability and profitability of the business. Fulbari Agriculture Cooperative Board of Directors, as proprietors of Sindhuka's Trademarks, requires taking measures to ensure compliance with the Code of Conduct by monitoring its compliance with the obligations outlined.

a) **Implementation and compliance:**

- Fulbari Agriculture Cooperative Board of Directors adopts the Code of Conduct and monitors its internal compliance, ensuring that it is also known by all Authorized Parties.
- Each Authorized Party is responsible for implementing the Code of Conduct's principles within their organization, if necessary with the support of more detailed policies and guidelines.
- Each worker is to comply with the Code of Conduct, policies, guidelines and local legislation.
- Any non-compliance from the Code of Conduct shall be reported in a prompt appropriate manner to Fulbari Agriculture Cooperative.
- Violation of the Code of Conduct, policies or guidelines may lead to measures such as warnings or termination of business relationship if improvements are not made within an agreed period.

b) **Monitoring:** All members affiliated to Fulbari Agriculture Cooperative are trained in Sindhuka's Code of Conduct and its compliance reported to the Board of Directors on periodical basis. To assure other Authorized Parties' compliance, Fulbari Agriculture Cooperative shall conduct inspections that could be unannounced and also conducted by an independent third party.

c) **Revision:** this Code of Conduct may be subject to changes and the need for revision or updates is addressed by Fulbari Agriculture Cooperative's Board of Directors annually.

7. Breach against the Code of Conduct

As a Sindhuka Authorized Party and fully aware of the conditions included herewith, if discovering any irregularity or anomaly that could have serious consequences, must always report it to Fulbari Agriculture Cooperative. Examples include financial crimes, environmental crimes, danger to life and health, discrimination, harassment and a breach of policies or guidelines.



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