



India Employee Handbook



Revised April 2025

India Employee Handbook

Water.org India (“Water.org” or “We” or “Us”) has positively transformed millions of lives around the world through access to safe water and sanitation. We have been pioneering market-driven financial solutions to the global water crisis for more than 30 years – giving women hope, children health and communities a future.

Our approach is proven and powerful because we think in terms of practical, market-based economic solutions and believe in the power and autonomy of the people we serve. Our solutions come from collaboration – connecting the right partners and participants with the right expertise and resources, leading to solutions that work.

Our impact, our approach, and ultimately our ability to achieve our vision of safe water and the dignity of a toilet for all, are driven by our global team of curious, insightful, determined and bold thinkers and doers. Imperative to our success is ensuring we settle for nothing less than the highest standards of business conduct.

Water.org’s India Employee Handbook (“Employee Handbook”) is designed as a guide to help employees of Water.org’s Indian liaison office/extended offices in India (each, an “Employee” and collectively, “Employees”) observe India employment law and all related or applicable laws in all matters relating to employment with Water.org.

In addition to our India Employee Handbook, please also see Water.org’s Global Standards of Business Conduct which expresses Water.org’s expectations for how business is to be conducted globally, in all countries of operation. This India Employee Handbook document, the Global Standards of Business Conduct, and any other Policies issued by Water.org provide clear instructions for appropriate business conduct and decisions which impact Water.org, clients, partners and the people we empower. The Global Standards of Business Conduct applies to all Water.org Employees and the India Employee Handbook applies to all Water.org Employees in India. The India Employee Handbook is a legally-based guidance document that helps us be aware of India employment law; think about key questions regarding employment law and encourages us to voice concerns.

This is vital to our work, because when we conduct business legally and with integrity, we can bring the power of water to more people.

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The Promise we Stand for

PEOPLE
PROGRESS
POSSIBILITY

Who we are

We are a results-driven team of thinkers and doers.

What we do

breaking down the barriers that separate people from water and sanitation.

Why it matters

Because everyone deserves the opportunity to define their own future.

Staying True to Who we are

Safe
Water
AND THE
dignity
OF
A toilet
FOR ALL

Our Vision

Safe water and the dignity of a toilet for all

Our Values

We are nothing without integrity. Make sure it lives in all that you do.

We believe in the people we serve. They were born with the power and the right to prosper, just like us.

We see powerful solutions in unusual places and tap unlikely forces to create big, systemic change.

We settle for nothing less than social justice. We won't let the disparity stand; it fuels the pursuit of our vision.

2. Employment

3.6 Categories of Employees

Type	Definition
Fixed Term Employee	a local national based in a country where Water.org has a legal entity and is contracted as an employee for up to 1 year, at up to 48 hours per week. These employees are eligible for some employer provided benefits and are paid by Water.org payroll. These roles are generally needed and justified to support a fixed-term project that is expected to be temporary in nature. We can only extend a temporary assignment once and the total temporary time should not exceed 2 years.
Indefinite Term Employee	a local national based in a country where Water.org has a legal entity and is a permanent employee, at approximately 40 hours per week. These employees are eligible for statutory, and employer provided benefits and are paid by Water.org payroll. These roles are generally needed and justified due to newly identified, or on-going business need.
Project Based Employee	a local national based in a country where Water.org has a legal entity and is contracted as an employee with defined dates of employment tied to the completion of a specific project/grant, at up to 48 hours per week. These employees are eligible for some employer provided benefits and are paid by Water.org payroll. These roles are generally needed and justified to support a fixed-term project that is expected to be temporary in nature. Generally speaking, project-based employment may be offered to the same individual without a maximum period as the work is tied to a specific project. Though after a period of time, the individual may be less inclined to renew as longer-term benefits like retirement and severance would not be available.
Temporary Internal Assignments	an employee eligible to support short-term, finite, + urgent operational matters/gaps ranging from two (2) to twelve (12) months. The hours required will be at least 25% of the team member's total hours during the assignment duration. These assignments are intended to help meet urgent and/or temporary workload or organizational changes, such as an immediate shortage of personnel, a special project/taskforce, or other exigencies. These employees are eligible for some employer provided benefits and are paid by Water.org payroll.
Non employees:	
Contingent/Temporary Worker	a non-permanent worker, needed to support duties for a short duration to meet short-term organizational needs. Temporary workers are non-employees and are not eligible for Water.org benefits; they are paid via a third-party agency and are thus the employees of that organization while completing a Water.org assignment.
Independent Consultant	a non-permanent, contracted worker supporting Water.org through an independent consulting agreement. The agreement and any potential extensions for these non-employees have a fixed duration and support only project-based staffing needs. Independent consultants are not eligible for Water.org benefits. Water.org is the client and the Consultant invoices Water.org directly for work completed.

2.2 Recruitment

It is the highest priority to hire and retain the best-suited candidates for each position within the organization. In an effort to ensure opportunities for professional growth and development, Water.org makes its best effort to make job vacancies known to all employees as they occur. Employees are encouraged to apply for positions for which they are interested and qualified. Applications for any such vacancies will be processed in accordance with the organizational policy.

Water.org reserves the right, at the time of hiring and at any time during the period of employment, to require that all prospective candidates or existing Employees undergo a professional background check to confirm that:

a. Prospective candidates or Employees have no criminal record and there are no civil or criminal proceedings outstanding.

b. Prospective candidates or Employees have not failed to disclose or misrepresented to Water.org or any of its affiliates any information which Water.org in its sole discretion deems to be material for the purposes of the hiring or continued employment of the Employee.

c. If an existing employee is a candidate or finalist for a position, the hiring manager or supervisor may review the candidate's most recent performance reviews as well as obtain reference from current or former supervisors.

Water.org is an equal opportunity employer and hires individuals based on a variety of factors including the applicant's qualifications, personal interviews, educational credentials, and reference checks.

Upon selection, all staff shall be provided with an Employment Contract/Appointment Letter per management discretion containing all relevant information and terms and conditions of employment such as salary, benefits, and other applicable rules.

Water.org has the right to terminate an Employee's employment/rescind offer if it discovers at any time during the employment that any representations made by the Employee during the recruitment process were untrue or if the Employee fails to clear Water.org's background verification process. Employees shall, upon a request by Water.org, provide references from previous employers and, in certain cases, regulatory authorities, as well as any additional information, which may be required in order for Water.org to verify the matters covered by the representations set out above.

2.3 Probationary Period

Permanent staff of Water.org India will be required to undergo a 90-day probationary period. In specific cases, to determine the performance of a skilled staff, the Regional Director or HR may extend the probationary period in order to understand the capacities/skills of the staff member. The maximum probationary period will not exceed 180 days.

The full salary is negotiated and agreed by both Water.org and the new staff member will be provided to the candidate during the probation period. However, employees may not be entitled to few regular staff welfare benefits during the probationary period, unless otherwise specified in their employment agreement.

At the completion of the probationary period, the employee and reporting manager shall meet and review progress to date. At this time, one of three things will occur:

- Probation will end and the staff will continue as regular staff, or
- Probation may be extended for up to 90 days, or

- If management is not satisfied with the employee's performance, employment will end.

A notice of 7 (seven) days including weekend or holiday (or salary in lieu of notice of up to 5 business days) may be given by the organization to terminate employment during the probation period. After completion of 3 months' probation, if the probation period is extended the employee will be given 60 days' notice in case of termination.

2.4 National Social Security

Water.org offers participation in retirement, disability and health care benefits to eligible Employees as mandated by the applicable law.

2.5 Location of Work

The primary places of employment in India are New Delhi and Chennai. Water.org may, from time to time, unilaterally assign the Employee to other location(s) or hire new staff to operate remotely in accordance with the requirements of the Employee's job description and Water.org's operational needs. In the event this occurs, the Employee will need to work in such other work location(s) in India without any supplementary allowance or other additional compensation. However, should the Company require it, the Employee may be obligated to render his/her services from the Company's facilities.

Water.org and the Employees agrees that Employee will have the obligation to report to work to the Company's facilities or at any other address as required by the latter, according to the operation needs of the Company.

An Employee may be temporarily permitted to work remotely, subject to required approvals from regional offices, on the condition that the Employee will report to and start working from the Employee's contractually agreed base location as and when required by Water.org. Any such remote working arrangement will be permitted at the sole discretion of Water.org and can be discontinued at any point based on Water.org's requirements. In case an Employee is permitted to work remotely by Water.org, Employee shall not hold out any such remote working space as our place of business or to list it in any official communication. Employees are prohibited from working from locations outside India, except with Company's written approval. Irrespective of the work location, the employee shall be governed by the laws and policies as per the terms of their employment contract. In case of remote work, employees are expected to work remotely from a consistent location and avoid multiple relocations during employment. Except as permitted, employees are advised to work from locations that have suitable amenities such as transportation, uninterrupted power and internet connectivity etc. as necessary to effectively discharge their duties towards Water.org.

2.6 Equal Employment Opportunity

Water.org maintains a strong policy of equal employment opportunities. We hire, train, promote, and compensate employees on the basis of personal competence and potential for advancement without regard for race, color, religion, gender, national origin, age, veteran status, disabilities, or any other type of discrimination as protected by law. Our equal employment opportunity philosophy applies to all aspects of employment, including: recruiting, hiring, training, transfer, promotion, and job benefits. An employee who feels that s/he has experienced or observed any kind of discrimination or harassment should report such incidents to the supervisor, Regional HR Business Partner, Regional Director or Water.org management in the United States without fear of reprisal. If an employee's supervisor is involved in the harassment, the incident should be reported to Water.org USA. Such reports will be promptly investigated and handled with the appropriate degree of confidentiality by Water.org's Chief Human Resources Officer, Chief Global Impact Officer and/or their appointed representative(s).

All employment practices and activities are conducted on a non-discriminatory basis. Reasonable accommodations will be made for any person otherwise qualified to perform the essential job functions as long as the accommodation can be made without an undue hardship on the organization.

Under no circumstances may an employee begin work without providing proper proof of eligibility to work in India. For Indian nationals, photocopies of National ID Card and/or Machine-Readable Passport shall be evidence of eligibility to work. In addition, Employees may be instructed to submit a “No-Objection Letter” or Release Letter from previous employer. For foreign nationals, proof of eligibility to work in India shall be a valid work permit issued by relevant government department.

i) *Liaison Officer*

Water.org has appointed a Liaison Officer to oversee matters relating to persons with disability at the organization (including their recruitment and provision of necessary facilities and amenities). To streamline the process, persons with disability may send their applications directly to the Liaison Officer at sagarwal@water.org. Any employee who has any grievance regarding the content of this policy in respect of people with a disability or its implementation should report it to the liaison officer.

ii) *Guide for Persons with Disabilities*

Water.org provides equal opportunity for people with disabilities who may be considered for employment. Once employed, Water.org endeavors to provide them with necessary facilities and amenities to enable them to effectively discharge their duties for which they are employed.

iii) *Identification of Positions*

The jobs for which people with disabilities could be considered would be identified by the Human Resources Department from time to time. The list of positions that may be identified shall be placed on the notice board at the office as they arise.

iv) *Manner of Selection*

Water.org adopts a transparent selection process based on merit and without any bias to the disabilities of the prospective candidate. Candidates with the necessary disability certificates issued in accordance with law shall be considered for the identified positions.

v) *Post Recruitment*

Water.org may provide necessary training for the new recruits to enable them to carry out their jobs effectively. The necessity of training, its types and methods shall be determined by the Human Resources Department from time to time and its opinion shall be final.

vi) *Leaves*

People with disabilities will be governed by rules of leave / PTO as is applicable to other employees of Water.org.

vii) *Accessibility*

Water.org will comply with applicable law in providing suitable infrastructure to enable employees with disabilities to have access to common facilities, including physical environment, transportation, information, and communications. Any employee who believes he/she might require an accommodation to help them carry out their job duties may contact the liaison officer.

viii) Guide for Transgender Persons

With respect to transgender employees, Water.org shall endeavour to provide necessary infrastructural facilities, safety and security measures and amenities in accordance with applicable laws so as to enable them to effectively discharge their duties. All Water.org policies shall be equally applicable to transgender employees and confidentiality of their gender identity shall be maintained by Water.org. Water.org has appointed Regional HRBP as the Complaint Officer for raising any complaints for matters relating to transgender persons.

ix) Non-Retaliation

Water.org will not retaliate, or allow retaliation, against any employee or applicant who complains of discrimination assists in an investigation of possible discrimination, or files a complaint, grievance or lawsuit alleging discrimination. Water.org will take immediate and appropriate action against anyone who violates this policy.

Water.org endeavours to encourage full participation and integration of employees with legally protected characteristics in all facilities and activities of the organisation. Water.org may assist with reasonable accommodation (including the necessary training facilities) in order to enable any employees with disabilities to effectively discharge their duties. The reasonableness of an accommodation is evaluated by Water.org on a case by-case basis.

2.7 Workplace Accidents

A work accident is one that occurs in connection with employment, and includes diseases arising from the workplace as well as accidents that occur during work related travel. Employees are covered against employment-related injury, illness or death via individual accident insurance policies that are eligible for reimbursement by Water.org.

All job-related injuries and accidents, regardless of the severity or lack thereof, must be immediately reported by Employee to his/her manager. The Employee's manager will complete the appropriate report and submit it to Human Resources.

Employment Compensation (EC) benefits may be payable in the event of disability in accordance with country and local laws. This is covered under the Personal Accident Policy provided by Water.org

2.8 Grievance Resolution Mechanism/Open Door Policy- Problem resolution

If an Employee has a problem or concern, he or she is encouraged to first seek an answer or resolution from his or her manager. However, if the manager is the source of the problem, the Employee is encouraged to communicate the problem or concern either verbally or in writing to any other member of executive management or Human Resources. If the problem persists, the Employee is encouraged to present the problem in writing to the CEO of Water.org, who will attempt to reach a final resolution. This procedure, which we believe is important for both the Employee and Water.org, cannot result in every problem being resolved to the Employee's satisfaction.

Water.org is confident that issues that arise in the workplace will be handled fairly and professionally without the intervention of outside parties. Management personnel are not obligated to discuss with an outside party any matter or issue between Water.org and an Employee.

2.9 Non-Discrimination, Anti-Harassment, & Policy for Prevention of Sexual Harassment (POSH) of Women in the Workplace

As referenced in the Global Standards of Business Conduct, Water.org believes employees have a right to a workplace free of discrimination, harassment, and sexual harassment. Water.org believes that employees should

treat and be treated by each other with dignity and respect. We are committed to providing employees a work environment free of intimidation, insult and harassment. Water.org has a zero-tolerance policy against any form of discrimination, harassment, and sexual harassment.

In accordance with India's Sexual Harassment of Women at Workplace (Prevention, Prohibition, & Redressal) Act, 2013 (the "Act"), the Prevention of Sexual Harassment (POSH) policy and procedures have been implemented to maintain a safe work environment, free from sexual harassment and discrimination for all the employees of Water.org.

Global Anonymous Reporting

A key component for reporting violations is to provide a good faith avenue for employees to raise concerns anonymously with the reassurance they will be protected from reprisals or victimization from filing a report. Water.org has retained Lighthouse, a highly reputable global third-party organization specifically equipped to deal with serious concerns relating to financial reporting, unethical or illegal conduct, violations of the Standards and/or regional or local laws. Employees who have been victim of or have witnessed unethical behavior can contact Lighthouse 24-hours a day, seven days a week. Reports can be submitted via website www.lighthouse-services.com/water or via email reports@lighthouse-services.com.

Any employee who is, after investigation, found to have provided false information or to have acted in bad faith may be subject to disciplinary action. However, if an employee voluntarily reports they were involved in a violation, self-reporting may be given consideration when determining the appropriate disciplinary action to be taken. Also, no action will be taken against Complainants who file complaints in good faith but cannot prove harassment.

Prevention of Sexual Harassment (POSH)

The Policy on Prevention of Sexual Harassment of women at workplace for Water.org ("POSH Policy") intends to provide protection against sexual harassment of Employees at workplace and the prevention and redressal of complaints of sexual harassment and matters related to it.

i) Definitions –

Sexual harassment – may occur not only where a person uses sexual behavior to control, influence, or affect the career, salary or job of another person, but also between co-workers. Sexual harassment may be one or a series of incidents involving unsolicited and unwelcome sexual advances, requests for sexual favours, or any other verbal or physical conduct of sexual nature (whether directly or by implication).

It may also occur between a Water.org employee and someone that employee deals within the course of his/her work who is not employed by Water.org. It also includes any place visited by the Employee arising out of or during the course of employment including transportation provided by the Water.org for undertaking any journey. Individuals engaged in behaviour that is found to be sexual harassment can be held personally liable for such conduct.

Sexual harassment includes (but is not limited to) any one or more of the following unwelcome acts or behavior (whether directly or by implication) –

Any unwelcome sexually determined behavior, or pattern of conduct, that would cause discomfort and/or humiliate a person at whom the behavior or conduct was directed namely:

- Physical contact and advances;
- Demand or request for sexual favors;
- Sexually colored remarks or remarks of a sexual nature about a person's clothing or body;
- Showing pornography, making or posting sexual pranks, sexual teasing, sexual jokes, sexually demeaning or offensive pictures, cartoons or other materials through email, SMS, MMS, etc.;
- Repeatedly asking to socialize during off-duty hours or continued expression of sexual interest against a person's wishes;
- Giving gifts or leaving objects that are sexually suggestive;
- Teasing, innuendos and taunts, physical confinement against one's will or any such act likely to intrude upon one's privacy;
- Unwelcome sexual advances involving verbal, non-verbal, or physical conduct;
- Persistent watching, following, contacting of a person; and
- Any other unwelcome physical, verbal or non-verbal conduct of a sexual nature.

Any sexually determined act or behavior (whether direct or by implication) such as –

- Implied or explicit promise of preferential treatment in employment;
- Implied or explicit threat of detrimental treatment in employment;
- Implied or explicit threat about the present or future employment status;
- Interference with the person's work or creating an intimidating or offensive or hostile work environment;
- Humiliating treatment likely to affect her health or safety.

It is important to note that in determining whether sexual harassment has occurred or not, the intention of the respondent is not relevant but the experience of the complainant will be relevant.

Employee – An employee for the purpose of the POSH Policy is a person engaged for work at Water.org workplace, for any work on regular, temporary, ad-hoc, retainership, or wage basis, either directly or through an agent, including a contractor, with or without knowledge of Water.org, whether for remuneration or not, or working on a voluntary basis or otherwise. Whether the terms of employment are express or implied and includes a coworker, a contract worker, probationer, trainee, apprentice or any other such name.

Complainant – In relation to a workplace, the complainant can be of any age, gender, whether employed or not, who alleges to have been subjected to any act of sexual harassment by the respondent and may include contractual, temporary employees, and/or visitors. The complainant does not have to be the harassed person and could be anyone affected by the offensive conduct or anyone having knowledge of the act of harassment who files a complaint with consent of the aggrieved Employee.

Respondent – Respondent is a person against whom a complaint of sexual harassment has been made by the complainant. A respondent can be anyone including the complainant's supervisor; an agent; contractor; customer; client; third party associated with Water.org, or any other employee of Water.org.

Workplace – In addition to the place of work (offices + remote working locations), workplace for the purpose of this POSH Policy shall also include any place where the complainant or the respondent visit in connection with his/her work, physical or virtually, during and/or arising out of employment/contract/engagement with Water.org, including transportation provided for undertaking such a journey.

Employer – For the purpose of this POSH Policy, employer shall mean an individual responsible for management, supervision and control of the workplace.

ii) **Roles and Responsibilities**

Responsibilities of Employee – It is the responsibility of all to respect the rights of others and to never encourage harassment. This can be done by:

- Refusing to participate in any activity which constitutes harassment.
- supporting the person to reject unwelcome behavior;
- and/or acting as a witness if the person being harassed decides to lodge a complaint.

All are encouraged to advise others of behavior that is unwelcome. Often, some behaviors are not intentional. While this does not make it acceptable, it does give the person behaving inappropriately, the opportunity to modify or stop their offensive behavior.

Responsibilities of Managers – All managers at Water.org must ensure that nobody is subject to harassment and there is equal treatment. They must also ensure that all employees understand that harassment will not be tolerated; that complaints will be taken seriously; and that the complainant, respondent(s), or witnesses are not victimized in any way.

In addition, Water.org will –

- Conduct regular workshops and training programs to raise awareness against sexual harassment at the workplace;
- provide the necessary facilities to the Committee (defined below) for dealing with complaints and conducting inquiries;
- monitor timely submission of reports by the Committee;
- provide assistance to any complainant who chooses to file a complaint under the Indian Penal Code or any other applicable law; and/or
- any other assistance required by the Committee for conducting inquiries into complaints made against sexual harassment.

iii) **Redressal Mechanism for Formal Intervention**

In compliance with the Act, if a complaint warrants formal intervention, the Complainant needs to lodge a written complaint, which shall be followed by a formal redressal mechanism as described in this POSH Policy. Water.org also offers a Global Anonymous Reporting procedure for complaints pertaining to sexual harassment of individuals other than women. Please see Water.org's Anonymous Reporting Policies and Procedures. For sexual harassment complaints, complainant should identify themselves on the complaint for further investigation. In case of a verbal complaint, the complaint will be reduced in writing by the receiver of the complaint and signatures of the complainant will be obtained.

Internal Committee (hereby referred to as "Committee") –

To prevent instances of sexual harassment of women at the workplace and to receive and effectively deal with complaints pertaining to the same, an "Internal Complaints Committee" has been constituted ("Committee"). The Committee shall investigate into allegations of sexual harassment towards a woman at the its workplace. Water.org reserves the right to add to, remove or replace the Committee members from time to time. The details of the Committee is notified to all covered persons at the location (workplace).

Filing a Complaint

The complainant needs to submit a detailed complaint in writing or via email, along with any documentary evidence available or names of witnesses, to any of the Committee members at the workplace. Hard-copy complaints should be submitted to Regional Human Resources Business Partner and email complaints should be sent to SupportPOSH@water.org. All complaints, whether in hard-copy or email form, should be clear and should include

details of the incident or incidents, supporting documents, names of individuals involved and the names and addresses of the witnesses.

- The complaint must be lodged within 3 months from the date of incident/last incident. The Committee can extend the timeline by another 3 months for reasons recorded in writing, if satisfied that these reasons prevented the lodging of the complaint.
- Provided that where such a complaint cannot be made in writing, the Presiding Officer or any Member of the Committee shall render all reasonable assistance to the women for making the complaint in writing.
- If the Complainant is unable to lodge the complaint in account of her incapacity, the following may do so on her behalf, with her written consent.
 - Legal heir, relative or friend, co-worker, and/or
 - any person having the knowledge of the incident.
- If the initial complaint is made to a person other than a Committee member, upon receiving such a complaint, it will be the responsibility of the receiver of the complaint to report the same to the Committee immediately.

Receiving a Complaint

Option 1: Resolution of Procedure through Conciliation

- Before initiating the investigation, only upon the request of the aggrieved woman, the Committee may take steps to conciliate the complaint between the complainant and the respondent. No monetary settlement can be arrived at through conciliation.
- It is made clear to all parties that conciliation in itself doesn't necessarily mean admission of complaint by the respondent. It is a practical mechanism through which issues are resolved or misunderstandings are cleared. In case a settlement is achieved, the Committee records & reports the same to Water.org for taking appropriate action. Resolution through conciliation happens within 90 days of receipt of the complaint.
- The Committee provides copies of the settlement to complainant & respondent. Once the action is implemented, no further inquiry is conducted. All individuals are expected to report to the Committee in case any terms of the settlement have not been complied with by the other party.

Option 2: Resolution Procedure through Formal Inquiry

- **Conducting Inquiry** - The Committee initiates inquiry in the following cases:
 - No conciliation is requested by the Complainant;
 - Conciliation has not resulted in any settlement;
 - Complainant informs the Committee that any term or condition of the settlement arrived through conciliation, has not been complied with by respondent; or
 - Upon receipt of the complaint, the Committee is required to provide a copy of the complaint to the respondent within 7 working days of the receipt of the complaint. The respondent is required to respond to the complaint within 10 working days of the receipt of the complaint.
- **Manner of Inquiry into the Complaint**

During pendency of the inquiry, on a written request made by the complainant, the Committee may recommend the employer to

- Transfer the complainant or the respondent to any other workplace;
- grant leave to the Complainant of maximum 3 months, in addition to the leave she would otherwise be entitled;

- prevent the respondent from assessing complainant's work performance; and/or
- grant such other relief as may be appropriate.

Once the recommendations of interim relief are implemented, the employer will inform the Committee regarding the same.

- **Termination of the Inquiry**

The Committee may terminate the inquiry or give ex-parte decision, if complainant or respondent respectively are absent for 3 consecutive hearings, without reason. A 15-day written notice is to be given to the party, before termination or ex-parte order.

- **Inquiry Procedure**

- All complaints of sexual harassment will be promptly and thoroughly investigated by the Committee.
- The Committee shall investigate upon receiving the complaint. The Committee will have the powers to call any person and record their statements and make such investigation as may be necessary to evaluate the complaint. For the purposes of the inquiry, the Committee shall have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 of India when trying a suit in respect of the following matters:
 - Summoning and enforcing the attendance of any person and examining him on oath, and
 - Requiring the discovery and production of documents.
- The Committee shall have the right to terminate the inquiry proceedings or to give an ex-parte decision on the complaint, if the Complainant or Respondent fails, without sufficient cause, to present herself or himself for 3 consecutive hearings convened by the Presiding Officer of the Committee.
- Neither the Complainant nor the Respondent shall be allowed to bring in any legal practitioner to represent them in their case at any stage of the proceedings before the Committee.
- All proceedings of the inquiry are documented. The Committee interviews the respondent separately and impartially. Committee states exactly what the allegation is and who has made the allegation. The respondent is given full opportunity to respond and provide any evidence etc. Detailed notes of the meetings are prepared which may be shared with the respondent and complainant upon request. Any witnesses produced by the respondent are also interviewed & statements are taken.
- If the complainant or respondent desires to cross examine any witnesses, the Committee facilitates the same and records the statements.
- In case complainant or respondent seeks to ask questions to the other party, they may give them to the Committee which asks them and records the statement of the other party.
- The Committee shall submit an enquiry report to Water.org's authorized representative upon conclusion of the inquiry. The report of the Committee shall be deemed to be the enquiry report for purposes of any disciplinary rules applicable to the employee against whom a complaint of sexual harassment was made.

- **Complaint Unsubstantiated**

- Where the Committee arrives at the conclusion that the allegation against the respondent has not been proved, it recommends to the employer that no action is required to be taken in this matter.
- Further, the Committee ensures that both parties understand that the matter has been fully investigated, that the matter is now concluded, and neither will be disadvantaged within Water.org.

- **Complaint Substantiated**

Where the Committee arrives at the conclusion that the allegation against the respondent has been proved, it recommends to the employer to take necessary action for sexual harassment in accordance with the applicable service rules and policies, and this may include:

- Counseling;
- censure or reprimand;
- apology to be tendered by respondent;
- written warning;
- withholding promotion and/or merit-based increases;
- suspension;
- termination, and/or
- any other action that management may deem fit.
- to deduct from the salary/ wages payable to the perpetrator, such sum as it may deem appropriate to be paid to the aggrieved woman or to his/her legal heirs.

Water.org will act upon the recommendations within 60 days and confirm to the Committee.

- **Malicious Allegations**

- Where the Committee arrives at the conclusion that the allegation against the respondent is malicious, or the complainant or any other person making the complaint has made the complaint knowing it to be false, or the complainant or any other person making the complaint has produced any forged or misleading document, it may recommend action be taken against the person making the complaint.
- While deciding malicious intent, the Committee should consider that mere inability to substantiate a complaint need not mean malicious intent. Malicious intent must be clearly established through a separate inquiry.

- **Confidentiality**

- Reports of alleged harassment and discrimination will be treated with confidentiality and respect. Those involved in investigating the matter shall only disclose information as necessary in connection with the investigation. Information may however be disseminated without disclosing the name, address, identity or any other particulars.
- If any person entrusted with the duty to handle or deal with the complaint, inquiry or any recommendations or actions under law, contravenes his/her confidentiality obligation, he/she shall be liable in accordance with the provisions of Water.org policies, as applicable, and may be subjected to disciplinary action, including but not limited to payment of fines.

- **Appeal**

Any party not satisfied or further aggrieved by the implementation or non-implementation of recommendations made, may appeal to the appellate authority in accordance with the Act and rules, within 90 days of the recommendations being communicated.

- **Retaliation**

Water.org prohibits employees from taking negative action against any individual for reporting conduct that may constitute sexual harassment.

2.10 Employee Conduct

The following are examples of misconduct or violations for which corrective counseling or other disciplinary action, up to and including termination, may be taken by Water.org. The list is not intended to be exhaustive, but merely provide examples of actionable misconduct or violations.

1. Excessive absenteeism, tardiness or failure to come to work
2. Causing a disruption in the workplace
3. Unnecessary loitering or wasting of time
4. Abusive or unauthorized use of Water.org supplies or equipment
5. Failure to adhere to safety or security regulations, procedures and policies
6. Reckless driving, including speeding, while operating Water.org vehicles or personal vehicle while on Water.org business
7. Failure to immediately report an accident or job-related injury
8. Unauthorized disclosure of Water.org's employee, customer, partner, or competitor information
9. Reporting to work or otherwise performing Water.org work while intoxicated / under the influence of alcohol or illegal drugs
10. Unauthorized possession or unauthorized use of alcoholic beverages, or possession or use of illegal drug paraphernalia on Water.org's property
11. Consumption of alcoholic beverages while engaged in Water.org's business, except where authorized
12. Falsifying employment or any other Water.org records
13. Submitting a fraudulent injury claim
14. Failure to maintain the confidentiality of Water.org information or business records
15. Violation of Water.org policy prohibiting harassment or discrimination
16. Sexual harassment at the workplace
17. Solicitation of outside work from customers, partners or others with a relationship with Water.org
18. Fighting or otherwise assaulting another employee or other individual
19. Use of obscene, abusive or threatening language and/or gestures
20. Theft or misappropriation of property, whether tangible or intangible, from Water.org, co-workers, customers, partners or others
21. Misuse, abuse or destruction of Water.org property
22. Abuse or excessive personal use of Water.org digital communications
23. Excessive personal communications not related to Water.org business during work hours;
24. Gambling on Water.org property
25. Refusal to follow management's directions or instructions concerning any job-related function
26. Deliberate concealment of misconduct by an employee or contractor of Water.org
27. Posting, removing or defacing notices, signs or writings on Water.org property without proper permission
28. Embezzlement/theft of any money or property
29. Violation of or failure to adhere to Water.org's rules of operation or conduct established from time to time by Water.org
30. Failure to maintain or produce proper work authorizations, required licenses, or certificates;
31. Bringing or possessing firearms; weapons or any other hazardous or dangerous devices on Water.org property or during on-duty time, without proper authorization by a member of executive management
32. Conviction of a job-related crime
33. Taking or giving bribes or any illegal gratification, or abetting the same in any form, whatsoever;
34. Indulging in any form of harassment including sexual harassment;
35. Any behavior or practice, whether or not mentioned in this Handbook, inconsistent with the ordinary and reasonable conduct necessary for a safe and productive work atmosphere or inconsistent with Water.org's India Employee Handbook, Global Standards of Business Conduct or any other policies implemented by Water.org from time to time.

If misconduct on the part of an employee is proven, he/she shall be subject to disciplinary action including and up to termination of employment.

2.11 Termination Reasons and Entitlements

All employment termination entitlements will be paid in accordance with the provisions and procedures of this Employee Handbook, Water.org policies and any other applicable laws and regulations depending upon the circumstances of the termination.

On completion of probation period, upon situations where either Water.org requires employee termination or the employee seeks to resign, either party can do so with two-months' notice.

If an employee is terminated on disciplinary grounds, any notice or severance will not be applicable.

If at the time of termination of employment, the Employee concerned still has debts to Water.org, Water.org has the right to offset such debts against any amounts that may be payable by Water.org to the Employee.

2.12 Resignation or Deemed Resignation by Employee

Any employee who wishes to resign is expected to provide written notice to his or her supervisor of at least 60 days (unless otherwise provided for probationary period as per employment contract) before voluntarily terminating employment. Proper notice is a consideration for rehire. It is also required that the employee works until their last scheduled work day.

Water.org may waive all or part of the said notice period at its sole discretion without the requirement to pay Employee for the balance notice period. The Employee's employment shall automatically terminate upon the effective date of such resignation.

In the event of an employee requesting to adjust their accumulated Annual Leaves with notice period, approval of such leaves will be at the discretion of the supervisor depending on the need of knowledge transfer and transition of work responsibilities to other incumbents.

2.13 Personnel Files

Water.org maintains up-to-date personal data on all Employees. Employees must keep Human Resources informed of any changes in their home address, telephone number, emergency contact, change in nominees and other pertinent employment information. This information is required ensure proper administration of personnel policies, insurance notices, or notification in the event of an emergency that may arise. We respect your right to have the information in your personnel records treated confidentially, and such records are maintained confidentially in your local office with Human Resources, and on the HRIS system. Updates should be provided to your local designee. You may review your personnel file by contacting your local designee and arranging a time to do so.

Water.org may disclose the data when required by law or court order or as requested by any government or law enforcement authority or agency.

3. Compensation and Benefits

3.1 Remuneration

Water.org has a 'Compensation Philosophy' which serves to guide us in ensuring that our compensation systems continue to support our ability to attract, engage, and reward our world-class team. As an entrepreneurial organization focused on market-based solutions, our compensation systems include competitive, market-relevant elements that best support and meet the needs of our workforce.

Human Resources administers all aspects of Water.org's compensation systems. Employee's salaries are determined in accordance with Water.org's Compensation Philosophy and are commensurate with the duties and responsibilities entrusted to the Employee and experience, skill and knowledge of the successful candidate. Human Resources reviews the Compensation Philosophy periodically to supplement content and ensure that we maintain compensation systems that are current, competitive and in alignment with our mission and values.

Water.org observes minimum wage levels in accordance with applicable regulations stipulated by the applicable state governments.

3.2 Incentive Compensation

Water.org's Global Incentive Plan (the "Plan") is designed to provide performance-based discretionary and non-contractual incentive compensation rewards to eligible employees of Water.org that achieve identified performance goals during the organization's fiscal year. Payout is dependent upon organization and individual performance results, as well as other conditions set forth within the Plan guidelines.

3.3 Income Tax Withholdings

Water.org withholds applicable income taxes from Employees' gross salaries and remits the amount withheld to the appropriate government agency in accordance with local law. The balance of remuneration is paid by bank transfer to the bank account designated in writing by the Employee.

3.4 Medical and Personal Accident Insurance

Water.org provides reimbursements based on approved limits and actual costs to all eligible Employees. Mediciam and Personal Accident benefits are paid by Employees. Employees must submit policy documents and invoices for reimbursement as regulated by Water.org per standard operating procedures.

Water.org reserves the right to move to a Group Mediciam and Personal Accident insurance as and when necessary. At such time, the retail policy benefit will be discontinued.

3.5 Holidays & Leaves

Holidays

Water.org provides eligible employees with fourteen (14) total paid holidays per year. A list of twelve (12) confirmed holidays is published on an annual basis. The office is officially closed on these holidays recognized by Water.org. Additionally, employees may select two (2) additional restricted holidays per fiscal year from the list of observed restricted holidays for that year. These days may be used to observe religious festivals, but which otherwise are normal workdays.

Employees must coordinate with supervisors prior to taking restricted holidays. Unused restricted holidays shall lapse and cannot roll-over to future years and are not cashable. Observance of holidays that fall on a Sunday or

normal rest day is not moved to a normal workday.

Annual Leave (AL)

Water.org provides full-time Employees 15 days of paid annual leaves which can be used as accrued. Annual leaves are available to all new joiners upon completion of 1 year with the organisation. Employees joining/leaving in the middle of a calendar year will be entitled to pro-rated leaves for their period of service during such year. Employees must request and obtain advance approval from their respective supervisors per Water.org's regulations before taking annual leave.

Employees may carry-over annual leave days up to a maximum of 45 total leave days.

Upon resignation, Employees will be paid out up to 10 unused annual leave days. An employee who has passed their probation successfully and resigns before completing a full year with the organization will be eligible for leave encashment of unused annual leaves accrued to them at a pro rate basis up to a maximum of 10 days. In case of an incident of leave refusal, the resigning employee may be eligible for a higher encashment of leaves, as per applicable law. At no point will accruals for Annual Leave exceed a maximum of 45 days per year.

In the event of employment being terminated by Water.org for any reason, the terminated employee will be eligible to receive leave encashment of all accumulated earned leaves available, up to a maximum of 45 days.

Other (Casual/Sick/Medical)

Full-time Employees are eligible to accrue up to 24 – 12 Casual Leave (CL) and 12 Sick Leave (SL) days per fiscal year. Sick Leave of up to 3 continuous days may be used for sickness, planned medical reasons. Absence from duty for medical reasons (Sick Leave) of more than 3 consecutive working days must be supported by certified medical documentation. In absence of a medical certificate, Annual Leave days should be availed.

Casual Leave can be used for sudden, unforeseen personal emergencies including bereavement. Employees must notify their supervisors as soon as possible in situations where they require use of Casual leave. Casual leaves can be availed for up to 2 continuous days. For planned leaves and for leaves more than 2 days (except in case of an unfortunate bereavement), staff should apply for Annual leave.

If no Annual, Casual, or Sick Leave days remain, then the Employee may face loss of pay. In case of unauthorized absence from work, employees may be subject to disciplinary action up to and including termination.

Accumulated Casual/Sick Leave balances lapse and cannot be carried over to the following year and cannot be encashed.

Critical Illness

In the event of unforeseen circumstances, Water.org may provide employees with the opportunity to use up to one month of additional paid leave for their own severe accidents or critical illness. Approval for additional paid leave usage must be supported by certified medical documentation. Any accumulated Annual Leave must be exhausted prior to using additional paid leave days. If the employee is unable to return to work after using the additional month of paid leave, then the employee will be subject to loss of wages and be reviewed on a case-by-case basis.

Parental Leave

Maternity

Full-time female Employees that have served a minimum of 80 days of service in the 12 months preceding the date of the expected delivery shall be entitled to 26 weeks of paid maternity leave. Maternity leave can be used up to 8 weeks before the expected delivery date with the remaining 18 weeks post childbirth. If maternity leave is not used prior to delivery, then the full 26 weeks can be used post-delivery. Full-time female employees that have served a minimum of 80 days of service in the 12 months preceding the date of the expected delivery and are expecting their third or more child, are entitled to 12 weeks of paid maternity leave with up to 6 weeks available for the prior to expected delivery date, then the remaining 6-week post childbirth. If maternity leave is not used prior to delivery, then the full 12 weeks can be used post-delivery. Upon the employee's return to work, reasonable time and accommodations to breastfeed as defined below will be provided.

The eligible female employees will also be entitled to:

- a. Additional leave of up to 1 month in case of any illness arising out of pregnancy, delivery, premature birth, miscarriage or termination of pregnancy or tubectomy operation.
- b. Leave of up to 6 weeks immediately following the day of miscarriage or medical termination of pregnancy
- c. Leave of up to two weeks immediately following the day of tubectomy operation.
- d. Receipt of medical bonus or medical assistance for pre-natal confinement and post-natal care as per applicable laws.
- e. Up to 4 breaks in a day (inclusive of any rest interval) for nursing until the child is 15 months old.
- f. On a female employee returning to work after maternity leave, Water.org may at its sole discretion and on case specific basis, consider any request to work from home (upon returning from maternity leave) for such period(s), terms and conditions as may be specified by Water.org.

Female employees are required to inform Water.org of the intended commencement date of maternity leave at least 1 (one) months in advance alongwith sufficient medical proof and confirm the date of return at least 14 (fourteen) days prior to return.

Maternity leave shall not reduce the right to annual leave of a female Employee. Weekly offs and holidays falling during the maternity leave period are included as part of the leave. Maternity leave is not encashable in any manner, under any circumstance, nor can it be accumulated or used in installments. Employees also cannot extend their maternity leave beyond the limits provided in this policy.

Upon return to work from maternity leave, Water.org cannot guarantee placement within the same position or availability of a position. Every effort will however be made to reinstate a female employee into the position that she held prior to the leave. If the same position is not available upon their return, the Company, at its sole discretion, may offer the employee another available position.

Should an Employee decide not to return to work after the period of maternity leave, the Employee must provide written notice of resignation to the supervisor at least 1 (one) month prior to the expected date of return. In processing the Employee's resignation, payment for any untaken accrued leave entitlement will be paid on the effective date of such resignation.

Adoption and Surrogacy

Paid Leave of a continuous period of 12 weeks may be availed for adopting and commissioning mothers, starting from the date the child is handed over to the mother. Adoption leave may be availed for caring and settling in the adoptive child only if the age of the adopted child is less than 3 months.

Paternity

Fathers are provided up to 10 days of paid paternity for up to six months from the delivery/adoption date.

4. Privacy Notice

4.1 Introduction

Your privacy is very important to us. This privacy notice ("Policy") sets forth the policies of the Company for the collection, use, storage, transfer, disclosure (collectively, "Processing") and protection of personal data relating to its employees. This Privacy Notice is being provided in accordance with the requirements of the Information Technology Act, 2000, and the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

References to "you" or an "employee" in this Policy mean any employee of Water.org.

This Policy may be subject to further changes from time to time. Water.org suggests that you regularly check the latest employee handbook to apprise yourself of any updates. Your continued engagement with Water.org will imply your acceptance of such updates to this Policy.

4.2 Your consent

By providing Water.org your information and accepting the terms of this privacy policy, you hereby consent to the Processing of such information for the purposes as disclosed in this Policy and acknowledge that such Processing shall not cause any loss to you if used for the purposes stated in this Policy. You are providing the information out of your free will.

Further, you have the option to not provide your consent in providing Water.org with your sensitive personal data or information, or withdraw any consent given earlier in respect of such data, provided that the decision to not provide consent / withdrawal of the consent is intimated to Water.org in writing. If you do not provide Water.org your sensitive personal data or information or withdraw the consent for Processing of your sensitive personal data or information earlier provided, Water.org will have the option not to provide you the benefits for the purpose of which the said personal data was sought, which include various employment related benefits.

4.3 The type of personal data we may collect and use

The types of personal data Water.org may collect for Processing include but is not limited to identification data (e.g. names, residential addresses, telephone number or other contact details), financial data (e.g. bank account number credit card details, earnings), personal characteristics (e.g. age, gender, date of birth, place of birth), economic and financial information (e.g. income, tax situation), physical data, psychological data (e.g. personality and character), national identification (e.g. tax identification number, identification documents), household composition data (e.g. marital status), leisure activities and interests (e.g. hobbies, sports and other interests), affiliations, education and

training (e.g. educational history, professional qualification and experience), photographs, profession and job data (e.g. employment tails, recruitment details, attendance and discipline, salary, evaluation, training), online tracking and usage data, passwords, ethnic or racial origin data, data revealing religion or philosophical beliefs, health / medical data including physiological and mental health condition, sexual orientation, data relating to criminal convictions or offences, and biometric data.

4.4 How we collect personal data

Water.org, on any third party on our behalf, may collect your personal data through: (i) information provided directly by you, or another person / recruitment agency on your behalf; and / or (ii) recording and monitoring of electronic communications with you.

4.5 Using your personal data: the legal basis and purposes

Water.org may Process your personal data to:

- enable the functioning of Water.org's business and facilitating business interests;
 - maintain your employment records, and provide you with related benefits and services and to engage in / carry out the activities that would enable and assist in providing you the benefits and any services arising out of such employment;
 - payroll and accounting purposes;
 - avail of services from third party vendors and service providers, such as for technology, business consulting, payroll, accounting and finance, HR and recruitment services, insurance services
 - facilitate HR, personnel, management, governance, support and administrative functions;
 - disclose or transfer information about you if we are acquired by or merged with another company;
 - administer or otherwise carry out obligations in relation to any agreement you have with Water.org;
 - respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights or defend against legal claims; and
 - investigate, prevent, or take action regarding illegal activities, suspected fraud, violations of the website or as otherwise required by law.
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Water.org may also remove all the personally identifiable information and use the rest of the data / information for historical or statistical purposes.

Your sensitive personal data or information will be Processed in accordance with this Policy and applicable data protection laws and will be Processed with your consent, or for any of the purposes set out herein, including where we or a third-party consider there to be any other lawful purpose to do so.

4.6 How we may share your personal data

Water.org may share, disclose or transfer your personal data to Water.org's group companies including overseas group companies, and third-party service providers, agencies or partners for the purposes specified above in this Policy or as may be required under applicable law. You authorize Water.org to share, disclose, transfer and part with your personal data, across borders and from India within India and overseas, with Water.org's group companies / affiliates / agents / third party service providers / partners and other agencies for purposes specified under this Policy or as may be required by law. Water.org may share your personal data with Government agencies should Water.org receive such a request.

In the event you wish to know the names and addresses of the third parties your sensitive personal data or information has been disclosed to, you may request Water.org for such information by writing to contracts@water.org. You may also contact Water.org at any time to limit Water.org's sharing of your personal data.

4.7 Retention periods and security measures

Water.org will not retain sensitive personal data or information for longer than is necessary in relation to the purpose for which it is collected, subject to applicable data protection laws.

To protect your sensitive personal data or information from unauthorized access and use, Water.org applies organizational and technical security measures in accordance with applicable data protection laws as further described in the information security policy of Water.org, available on the Water.org intranet. These measures include computer safeguards and secured files and buildings. You agree that such measures are secure and adequate.

While Water.org will endeavor to take all reasonable and appropriate steps to keep secure any information which we hold about you and prevent unauthorized access, you acknowledge that the no electronic medium / security measure is 100% secure and that Water.org cannot provide any absolute assurance regarding the security of your personal data. Water.org will not be liable in any way in relation to any breach of security or unintended loss or disclosure of information caused by Water.org in relation to your personal data.

Water.org will notify you of any material sensitive personal data or information breaches affecting you if required under applicable data protection laws.

4.8 International transfers

Personal data may be transferred to countries outside India such as to jurisdictions where Water.org conduct business or have a service provider or have group companies. Water.org will ensure appropriate contractual undertakings in legal agreements with such third parties who process sensitive personal data on behalf of Water.org.

4.9 Your rights under applicable data protection laws

If you need to access your sensitive personal data, update or correct your personal data for any reason, you may send such requests, updates and corrections to Water.org at [•] and Water.org may take all reasonable efforts to provide you with access to your sensitive personal data and incorporate the changes within a reasonable period of time.

4.10 Who to contact about this Privacy Notice

Please contact Water.org Grievance Officer for any questions about this Privacy Notice or if you find any discrepancies or have any grievances in relation to the Processing of information under this Policy. The name and contact details of Water.org Grievance Office is provided below for reference.

Name: Arumugam Gurusamy

Contact: agurusamy@water.org

5. Administration of Handbook

Notification and Amendments

All Employees shall be notified of this Water.org India Employee Handbook by sharing via appropriate medium at the time of joining or at the time of revisions being made to the handbook. Water.org may from time to time make unilateral amendments to this Water.org India Employee Handbook. Water.org also reserves the right to make individual exceptions to these policies and procedures without notice.

Any exception granted by Water.org is not intended to prevent and does not restrict its right to insist on adherence to the policy or practice in the future. No language contained in this Employee Handbook or in any other document provided by Water.org provides any promise of specific treatment in specific situations.

Violation by an Employee of any of Water.org's policies and/or procedures may result in disciplinary action up to and including termination of employment.

In case a matter has not been stipulated in this Water.org India Employee Handbook, it shall be determined in the future by Water.org subject to the prevailing laws and regulations. This India Employee Handbook shall be made accessible to all Employees.

Please sign the Acknowledgment Form distributed with this Employee Handbook to confirm that you have received, read and understood the contents of this Employee Handbook.

Acknowledgment

I have received a copy of Water.org's India Employee Handbook and acknowledge that I have read and fully understand its contents. I understand and agree to comply with Water.org's policies and procedures. The India Employee Handbook is intended to provide an overview of personnel policies and do not necessarily represent all such policies in force. Water.org may at any time add, change or rescind any policy or practice at its sole discretion, with or without notice. I accept and acknowledge that any modification of internal rules, regulations and policies in this handbook will have the automatic and express effect of altering relevant general terms of employment including but not limited to my notice period.

Except as provided above, Water.org policies and practices do not create an expressed or implied contract, promise or covenant of any type between the organization and me, and I understand that employment and compensation are for no fixed term and may be terminated by Water.org at any time. Likewise, I may resign at any time. I further understand and agree that no person other than Human Resources or such other person authorized by Water.org has the authority to approve and implement policy modifications and additions.

My signature below indicates understanding and agreement with the India Employee Handbook.

Employee Name

Employee Signature & Date
