

KCDF WHISTLEBLOWER POLICY

Physical Address

4th Floor, Morningside Office Park, Ngong
Road, P.O. Box 10501-00100, Nairobi, Kenya

Telephone & Mobile

(254-20) 8067440/01/01/3540239
(254) 722168480 / (254) 736449212

Email

info@kcdf.or.ke

JK

VALIDATION AND APPROVAL

This policy is approved for implementation by;

Designation	Name	Signature	Date
Board Chair (BC)			
Executive Director (ED)			

Revision History

Version	Date	Key Changes
01	March 2012	The first Manual is approved
02	December 2019	(i). Deletion of duplications (ii). Introduction of resolution mechanisms (iii). Provision for commitment signatures
03	August 2024	(i). Introduction of Acronyms (ii). Clarity enhanced under-reporting mechanisms. (iii). Provision for training new staff inserted (iv). Board's role clarified /edited

Physical Address

4th Floor, Morningside Office Park, Ngong Road, P.O. Box 10501-00100, Nairobi, Kenya

Telephone & Mobile

(254-20) 8067440/01/01/3540239
(254) 722168480 / (254) 736449212

Email

info@kcdf.or.ke



- i. Table of Contents
- ii. Purpose5
- iii. Definition.....5
- iv. Scope5
- 4 Communication Channels:7
- 5 Feedback to the whistleblower.....9
- 6 Protection against retaliation9
- 7 Actions not protected under the policy.....10
- 8 Implementation of this policy10
- 9. Training11
- 10. Commitment.....11
- Declaration statement and acknowledgment of receipt.....12

ABBREVIATIONS

BOD	-	Board of Directors
ED	-	Executive Director
HR	-	Human Resource
KCDF	-	Kenya Community Development Foundation
KES	-	Kenya Shillings

Physical Address

4th Floor, Morningside Office Park, Ngong
Road, P.O. Box 10501-00100, Nairobi, Kenya

Telephone & Mobile

(254-20) 8067440/01/01/3540239
(254) 722168480 / (254) 736449212

Email

info@kcdf.or.ke

JL

ii. Purpose

- 1.1 KCDF and its governing body, the Board of Directors (BOD), are committed to promoting and maintaining good corporate governance. This policy is intended to facilitate the smooth functioning of the organization in an open, transparent and fair manner by protecting individuals who report misconduct, by encouraging them to raise concerns rather than overlook them due to fear of retaliation. This will enable the organization to investigate misconduct that might otherwise go unaddressed and take timely and appropriate steps to address it.

iii. Definition

- 2.1 For the purposes of this policy, whistleblowing is defined as the deliberate, voluntary disclosure of any suspected or anticipated misconduct within or associated with the organization that is within its ability to control. A whistleblower is any staff member, vendor, consultant, beneficiary, contractor, or grantee who makes such a disclosure.

iv. Scope

- 3.1 This policy applies to any individual associated with the organization, regardless of their position, type of association, or location. Any individual who has observed misconduct must report it through relevant communication channels.
- 3.2 This policy supplements KCDF's code of conduct and disciplinary and grievance procedures described in the Human Resources (HR) Policies Manual.
- 3.3 Whistle Blowing issues and or concerns. Whistle-blowing issues are not limited to the listing below. However, the listing below outlines some of the core issues:

Further, regardless of their level, type of employment, or location, KCDF employees and partner organizations, including grantees, must be encouraged and agree to report concerns or complaints regarding conduct by KCDF Board members, staff, vendors, contractors, consultants or by grantees themselves which they believe:

- i. Are dangerous and or abusive practices likely to cause emotional, physical harm or any other form of harm or injury to a child, adult including and or to property.
- ii. Is a breach of, or failure to implement, or comply with, the organization's governing rules, procedures, policies, or established standards of practice
e.g. accounting; procurement; grants making guidelines; safeguarding policies; code of conduct; human resources.
- iii. Is illegal or unlawful conduct (*e.g. fraud or misappropriation of project funds, receiving kickbacks*)

- iv. Is/there is malpractice i.e., actions deliberately done contrary to what is outlined in partnership documents or agreements with KCDF
- v. Is unethical or inconsistent with the standards the organization subscribes to
- vi. Is, or will result, in a waste of KCDF resources or pose a risk to the organization's reputation and integrity
- vii. Represents an ethical violation
- viii. Is abuse of power or authority for any unauthorized or ulterior purpose
- ix. Represents a conflict of interest as outlined under 3.6 below
- x. Is an attempt to cover up any of the above types of actions.

3.4 Similarly, KCDF encourages its Staff, Vendors, Contractors, Consultants, and Grantees to report concerns or complaints, including those that they believe attain any of the examples outlined in section 3.3 above.

- 3.5 Where the matters being reported to relate KCDF staff and include the following
- a) KCDFs employee grievances over decisions regarding the employee salary and benefits, employment status or other human resource issues affecting them;
 - b) discrimination, harassment and other offensive or disruptive behavior in the KCDFs workplace; and
 - c) inter-personal difficulties between staff and their supervisors at KCDF, or between staff members where both are KCDF staff; these will be reviewed primarily in accordance with the specific procedures established in the KCDF HR manual and may also refer to the KCDF safeguarding policy and the KCDF code of conduct.

3.6 Conflict of Interest (1): There should be no conflict of interest with the operations/ respective staff duties, theory of change, mission, philosophy, mandate, and values of KCDF and or those of a KCDF partner organization or other external parties. This includes but is not limited to financial gain, and the need for the Declaration of Board engagements. Where such a conflict exists, the same is to be declared and or shared as soon as possible and or as soon as detected.

Further, this document (including the above section) applies to KCDF and related personnel which includes the KCDF Board, Grant partners, consultants, and vendors all referred to as parties. Further:

- i. KCDF staff and or **party/parties acting on behalf of KCDF** serving in a partners/parties board without evidence that the same has been declared at KCDF is tantamount to a conflict of interest.
- ii. KCDF staff and or **party/parties acting on behalf of KCDF** receive financial gifts from a partner, including paid work and consultancies.
- iii. Un-declared conflict of interest happening at the party's level/ partner organizations is tantamount to conflict of interest. Suppose the declaration of conflict is deemed significant or mismanaged. In that case, KCDF shall be notified through the party's primary contact person at KCDF and or as outlined in the

- reporting mechanism section of this document (section 4).
- iv. KCDF staff and or party acting on behalf of KCDF are required to declare in writing to KCDF through line managers and departmental heads any in-kind gifts received whose value may exceed KES 5,000. However, receipt of in-kind gifts is highly discouraged unless it's to be polite.

3.7 Conflict of Interest (2): Grantee partners and their staff, vendors, consultants, service providers, and other parties as may be undersigned shall not be involved in fraud, corruption, and money laundering, whether it involves a KCDF staff or not. If this happens, there is an obligation to report.

4 Communication Channels:

The following communication channels are available to KCDF staff, grantees, consultants, and any other person or entity for reporting their whistleblowing concerns to KCDF

- a) **Primarily** through safe.whistleblowing@kcdf.or.ke, which is manned by the HR and Administration Manager who will share the same with the Executive Director immediately unless the executive director is implicated. If the executive director is implicated, the HR and Admin Manager will escalate the report to the Audit and Risk Chairperson of the Board.
- b) If The executive director and or the HR and Admin Manager are implicated, or if there is perceived inaction by management, the whistleblowing issue may be reported or escalated through the Audit and Risk Committee Chairperson of the board via safeguarding.whistleblowing@kcdf.or.ke, The issue is thereof dispensed in/by the **Audit and Risk committee** of the Board, and feedback is shared with the whistleblower.

If the Committee determines there is no merit in handling the issue at the board committee level, the matter may be reverted to management through the Executive Director, and thereafter, a case conclusion report is shared back with the board committee and the whistleblower but on a need-to-know basis.

N: B

- I. The HR and administrative manager is obligated to disclose to the Executive director all such matters whistle-blown or in their know, within 24 hours (including weekends and holidays) unless justifiable. Where 4.1.d. above is applicable, 48 hours will apply unless justified.
- II. **Any other KCDF staff** member aware of any policy or guideline violation must disclose to the HR and administrative manager or/and the Executive Director all such matters whistle-blown or in their know, within 24 hours (including weekends and holidays) unless justifiable. Where 4.1.d. above is applicable, 48 hours will apply unless justified.

- III. It's preferred that while reporting an issue, it's clearly marked 'whistleblowing' in the email subject. While verbal means apply, it's encouraged that reporting is done in writing. After a verbal report, one may be required to write the report (to document).
- IV. Other KCDF staff will be informed based on a need-to-know basis.
- V. Issues covered under the safeguarding policy will be dealt with under the provisions of the safeguarding policy even when initially reported through whistleblowing emails.
 - 4.1 The Executive Director, in consultation with the whistleblower(s) or a case committee or both, may investigate or appoint an appropriate staff member to investigate the reported matter. A case committee will be a team of three to six staff members and is appointed by the Executive Director.
 - 4.2 For partner organizations, grantees, vendors, service providers, consultants, and any external parties to KCDF, please direct whistleblowing concerns to KCDF through safe.whistleblowing@kcdf.or.ke which is manned by the HR and Administration Manager. A partner organization/whistle-blower under this category can copy any other KCDF staff member on a need-to-know basis.

If the HR and Administration Manager and or the Executive Director is implicated or there is inaction, only then can a whistle-blower email the Chair of the Audit and Risk Committee of the board via safeguarding.whistleblowing@kcdf.or.ke. The issue is thereof dispensed in/by the governance committee of the Board, and feedback is shared with the whistleblower.

If the Committee determines there is no merit in handling the issue at the committee level, the matter may be reverted to management through the Executive Director, and thereafter, a case concussion report is shared back with the committee and the whistleblower on a need-to-know basis.
 - 4.3 An individual (staff or external party) may make a written submission to the Chair of the Audit and Risk Committee of the board if he/she:
 - a. has grounds to believe that he/she will be subjected to retaliation by the persons he/she should report to under the established internal mechanism; or
 - b. considers it likely that evidence relating to the misconduct will be concealed or destroyed if it is reported under the internal mechanism; or
 - c. has previously reported the same information through the established internal mechanism and believes the organization failed to take appropriate action within a reasonable period of time.
 - 4.4 The Executive Director (ED) will decide whether an investigation should be carried out and what form this should take. The Executive Director may also recommend to the whistleblower that the case instead be reported using the established internal mechanism (i.e., through immediate supervisor) if, in his/her opinion, it does not meet the criteria required to utilize the established external mechanism.

JK

Physical Address

4th Floor, Morningside Office Park, Ngong Road, P.O. Box 10501-00100, Nairobi, Kenya

Telephone & Mobile

(254-20) 8067440/01/01/3540239
(254) 722168480 / (254) 736449212

Email

info@kcdf.or.ke

- 4.5 The ED shall report to the Audit and Risk Committee (regarding any whistleblower report submitted to him/her at least within 30 calendar days from the date the case is reported to him/her. Thereafter, quarterly updates through the Audit and Risk Committee of the board until the case is concluded/closed and feedback is shared with the whistleblower and other parties on a need-to-know basis.
- 4.6 If an investigation is conducted at the management level, the ED will decide on what action is appropriate. If, for example, disciplinary action against the offender(s) involved is warranted, The ED will ensure that the necessary steps to implement his/her decision are taken.
- 4.7 If the investigation is conducted at the Audit and Risk Committee level, the result of any such investigation by the Audit and Risk Committee shall be submitted to the Chairman of the Board, who **may** endorse the committee's final decision or refer the same to the full board for further endorsement or advice. The Chairperson of the Audit and Risk Committee will communicate the endorsed decision of the Committee to management for execution. The ED will ensure that the necessary steps to implement the committee's decision are taken.
- 4.8 The Chairperson of the Audit and Risk Committee shall have access to a designated email (safeguarding.whistleblowing@kcdf.or.ke) and may delegate access to the email to a member of the Audit and Risk Committee who will support the preparation of a report on the reported issues. Only one board member at a time shall have access to this email. Management shall have no access to this email.
- 4.9 It is strongly recommended that individuals identify themselves when reporting their concerns because this facilitates the investigation of the matter being raised. They may, however, choose to remain anonymous. Anonymous reports, however, will require scrutiny as to whether or not they merit further action or escalation based on the evidence presented by the report and the seriousness of any allegation.

5 Feedback to the whistleblower

5.1 KCDF recognizes the right of the whistleblower to receive confirmation that the matter has been properly addressed. Therefore, he/she will be given as much feedback as is appropriate under the circumstances, and subject to legal constraints, will be informed of the outcome of the process.

6 Protection against retaliation

- 6.1 In making their reports in good faith, individuals are discharging their duty to protect and serve the Organization. KCDF will therefore respect, protect, and keep confidential the identity of individuals who make such reports and must ensure that there is no retaliation against them. Breaches in this regard will be treated as serious violations and will be subject to disciplinary provisions.
- 6.2 If the matter cannot be resolved without revealing the whistleblower's identity, the

9

Physical Address

4th Floor, Morningside Office Park, Ngong Road, P.O. Box 10501-00100, Nairobi, Kenya

Telephone & Mobile

(254-20) 8067440/01/01/3540239
(254) 722168480 / (254) 736449212

Email

info@kcdf.or.ke

Organization will first discuss with him/her whether, and how best, to proceed.

7 Actions not protected under the policy.

- 7.1 Where a whistleblower makes a report under this policy in good faith, reasonably believed to be true, there will be no action taken against him/her should the disclosure turn out to be inaccurate. Good faith shall be deemed lacking when the whistleblower does not have personal knowledge of a factual basis for the report or where he/she knew or reasonably should have known that the report is malicious, false, or frivolous. The organization will regard the making of any deliberately false or malicious allegations as misconduct, which may result in disciplinary action.
- 7.2 If a whistleblower has any personal interest in the matter, he/she must make this clear at the time the alleged misconduct is reported. The act of whistleblowing will not shield whistleblowers from the reasonable consequences flowing from any involvement in misconduct. An individual's liability for his/her conduct is not affected by his/her disclosure of that conduct. However, in some circumstances, admission may be a mitigating factor when considering disciplinary or other action.

8 Implementation of this policy

- The Executive Director will put in place and communicate other appropriate procedures, which will ensure the proper implementation of this policy.
- All whistle-blower complaints shall be included in the Audit and Risk Committee Report to the full board
- The findings of all investigations shall be included in the Audit and Risk Committee Report to the full Board of Directors meeting every quarter.
- Decisions will be guided by all applicable KCDF manuals, policies, contracts, and agreements, including the laws of Kenya, where applicable.

9. Training

During the onboarding of staff members and grantee partners, all shall be trained on this policy, and a copy will be shared for their reference and signing, regardless of the agreement's value.

Grantee partners shall ensure that their staff members have access to a copy of this policy, especially those handling projects funded BY or through KCDF.

Other parties, i.e., consultants, contractors, service providers, and vendors, shall be required to sign this policy if the value of the service/product is above **Kes 100,000**. Training is not mandatory for this category.

10. Commitment

By signing this, you are declaring that you have read, understood, and agreed to the terms as stipulated in this document.

Physical Address

4th Floor, Morningside Office Park, Ngong Road, P.O. Box 10501-00100, Nairobi, Kenya

Telephone & Mobile

(254-20) 8067440/01/01/3540239
(254) 722168480 / (254) 736449212

Email

info@kcdf.or.ke

Declaration statement and acknowledgment of receipt

I have read and fully understand the content, requirements, and expectations of KCDF regarding the Whistle-blower policy.

I have received a copy of the policies and agree to abide by the policy guidelines as a condition of my employment and my continuing contractual obligations with KCDF.

I also acknowledge that I have a responsibility to report any incidences of whistle-blower as prescribed in the policies.

Full _____ Names: _____

Designation: _____

Relationship to KCDF: _____ (Staff, Grantee partner, Consultant, Vendor, Service Provider, etc)

Signature: _____



Date: _____

N: B

After every update of this manual/policy, current parties will be required to sign afresh within **three** months after the update is approved.

VALIDATION AND APPROVAL

This policy is approved by the KCDF Board of Directors for implementation:

Designation	Name	Signature	Date
Board Chair	Tom Oitei		30/8/24
Executive Director	Grace Maingi		30/8/24