

# CENTRE FOR CELLULAR AND MOLECULAR PLATFORMS

## POLICY ON PREVENTION OF SEXUAL HARASSMENT AT THE WORKPLACE

### A. COMMITMENT

- (a) The Centre for Cellular and Molecular Platforms (**C-CAMP**) is committed to providing a work environment which ensures that every employee is treated with dignity and respect and afforded equal and equitable treatment, without any discrimination.
- (b) C-CAMP is committed to promoting a work environment that is conducive to the professional growth of its employees and encourages equality of opportunity.
- (c) C-CAMP strives to create a safe and welcoming environment for those who visit our premises, such as customers, vendors and others.
- (d) C-CAMP will not tolerate any form of sexual harassment and is committed to take all necessary steps to ensure that its employees are not subjected to any form of harassment. Accordingly, any instance of harassment will be taken very seriously and if any employee is found to have committed it, they will be subject to appropriate disciplinary action according to this policy.

### B. POLICY

- (a) This is C-CAMP's policy on Prevention of Sexual Harassment at the Workplace (**Policy**). Although drafted to be compliant with the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (**Act**) and the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Rules, 2013 (**Rules**), C-CAMP intends the Policy to apply to all instances of Sexual Harassment (as defined below) irrespective of the gender of the Complainant (as defined below).
- (b) C-CAMP's management has unanimously adopted the Policy.
- (c) Anything not expressly discussed here shall, particularly where the Complainant is an aggrieved woman, be dealt with as prescribed in the Act and/or Rules.

### C. SCOPE AND APPLICABILITY

- (a) The Policy applies to all Employees in all locations in India where C-CAMP has offices or conducts business.
- (b) The Policy applies to every category of employment with C-CAMP, including permanent, probationary, casual, temporary staff, management, trainees, and employees on contract.
- (c) The Policy also applies to third parties who engage with C-CAMP, its representatives or subsidiaries in the course of a business relationship, including customers, consultants, visitors, vendors and contractors. That is, all such persons shall not only be afforded protection under the Policy, and have the right to make a Complaint, but shall also be responsible to conform to and comply with the duties and obligations of the Policy and can be held liable for any violation thereof. Notwithstanding the foregoing, it is clarified that C-CAMP shall not be liable or responsible to conduct inquiries into, or otherwise redress, complaints of Sexual

Harassment where neither the Complainant/s nor the Respondent/s is an Employee of C-CAMP and the IC shall have the discretion to refuse to accept a complaint in such a case. In such cases, C-CAMP shall co-operate to the best of its ability with the internal committees of organisations who employ the Complainant/s and/or Respondent/s, or local committees, as the case may be, during their inquiry/ies.

#### D. DEFINITIONS

- (i) **Appellate Authority** shall have the meaning ascribed to it in paragraph (a)(i) of Section L.
- (ii) **Complaint** means a complaint of Sexual Harassment at the Workplace, submitted to the IC in writing by the Complainant.
- (iii) **Complainant** means any person, including an Employee, of any age or sex, who alleges to have been subjected to any act of Sexual Harassment at the Workplace by the Respondent.
- (iv) **Employee** means a person employed by C-CAMP for any work, on regular, temporary, *ad hoc* or daily wage basis, either directly or through an agent, including a contractor, with or without the knowledge of the principal employer, 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 co-worker, a contract worker, probationer, trainee, apprentice, called by any other name.
- (v) **IC** means the Internal Committee constituted by C-CAMP as set forth in Section E below.
- (vi) **Implementing Authority** shall have the meaning ascribed to it in paragraph (c)(ii) of Section H.
- (vii) **Respondent** means any person, including an Employee, against whom a Complaint has been made.
- (viii) **Sexual Harassment** includes —
  - (i) unwelcome sexual behaviour (whether direct or implied) at the Workplace, such as physical contact and advances; or demand or request for sexual favours; or making sexually coloured remarks; or showing pornography; or any other unwelcome physical, verbal or non-verbal conduct of sexual nature.
  - (ii) The following circumstances, among other circumstances, if they occur or are present in relation to or connected with any act or behaviour of sexual harassment may amount to sexual Harassment at Workplace:
    - a. implied or explicit promise of preferential treatment in the Complainant's employment;
    - or
    - b. implied or explicit threat of detrimental treatment in the Complainant's employment; or
    - c. implied or explicit threat about the Complainant's present or future employment status;
    - or
    - d. interference with the Complainant's work or creating an intimidating or offensive or hostile work environment for the Complainant; or
    - e. humiliating treatment likely to affect the Complainant's health or safety.
- (ix) **Workplace** includes —
  - (i) C-CAMP's current location, from where activities, operations, and business are conducted, as well as all other offices or other premises where C-CAMP's activities are conducted.

(ii) Any place visited by an Employee, as a result of or during the course of employment, including transportation provided by C-CAMP for undertaking such journey, and social events sponsored by C-CAMP.

#### **E. INTERNAL COMMITTEE (IC)**

- (a) The IC shall comprise a minimum of 4 (four) members, with at least half of them being women.
- (b) It shall consist of a woman employed at a senior level of C-CAMP as the **Presiding Officer**, at least 2 (two) members from amongst the Employees, and 1 (one) member from a non-governmental organisation or association committed to the cause of women or a person familiar with issues relating to sexual harassment, as the **External Member**.
- (c) Each member to the IC shall be appointed for a term not exceeding 3 (three) years.
- (d) The list of IC members is set out in **Appendix A**, attached to this Policy, and is subject to amendments from time to time. Any amendments to Appendix A shall be posted on the notice boards at C-CAMP's offices.

#### **F. DUTIES OF C-CAMP**

C-CAMP shall:

- (a) provide a safe working environment at the Workplace;
- (b) display, on the notice boards at its offices, the order constituting the IC (with names of the IC members), as well as the penal consequences of sexual harassment;
- (c) organise workshops and awareness programmes at regular intervals for sensitising the Employees with the provisions of the Act, Rules, and Policy, in consultation with the IC;
- (d) organise orientation programmes for IC members;
- (e) provide necessary facilities to the IC for dealing with the Complaint and conducting an inquiry;
- (f) assist in securing the attendance of the Respondent and witnesses before the IC;
- (g) make available such information to the IC as it may require with regard to the Complaint;
- (h) provide assistance to the Complainant if the Complainant chooses to file a complaint in relation to the relevant offence under the Indian Penal Code or any other applicable law;
- (i) initiate action against the Respondent, based on the IC's report and recommendations;
- (j) cause to initiate action against the Respondent, if not an Employee, under the Indian Penal Code or any other applicable law, if the Complainant so desires, in the Respondent's workplace;

(k) ensure that there is no retaliation against the Complainant or witnesses, whether by C-CAMP or by any other Employee of C-CAMP, in relation to the Complaint;

(l) treat Sexual Harassment as a misconduct under the service rules; and

(m) monitor the timely submission of reports by the IC.

#### **G. RESPONSIBILITIES OF EMPLOYEES**

(a) All Employees shall be under an obligation to strictly conform to the provisions of the Policy.

(b) All Employees shall have a personal responsibility to ensure that their behaviour is not contrary to the Policy.

(c) C-CAMP trusts that no vindictive or malicious complaint of Sexual Harassment shall be made, and Employees are hereby made aware that a Complainant who is proved, upon inquiry by the IC in accordance with the procedure prescribe in Section I below, to have filed the Complaint maliciously may be subject to action in accordance with the provisions of the service rules applicable to the Complainant or if no such service rules exist, legal action by C-CAMP.

#### **H. REDRESSAL MECHANISM**

(a) Complaint:

(i) The Complainant may submit a Complaint to the IC, within a period of 3 (three) months from the date of the incident and in case of a series of incidents, within a period of 3 (three) months from the date of the last incident. Provided that where such Complaint cannot be made in writing, the IC shall render all reasonable assistance to the Complainant for making the Complaint in writing.

(ii) If the IC is satisfied that there were circumstances which prevented the Complainant from filing a Complaint within the period mentioned in paragraph (i) above, then the IC may extend the time limit. However, the extension shall not exceed 3 (three) months. The reasons for extension of time limit shall be recorded in writing.

(iii) Where the Complainant is unable to make a Complaint on account of:

- a. Complainant's physical incapacity, a Complaint may be filed by Complainant's relative or friend; co-worker; an officer of the National Commission for Women or State Women's Commission; or any person who has knowledge of the incident, with the written consent of the Complainant.
- b. Complainant's mental incapacity, a Complaint may be filed by the Complainant's: relative or friend; a special educator; a qualified psychiatrist; the guardian or authority under whose care he/she is receiving treatment or care; or any person who has knowledge of the incident jointly with the Complainant's relative or friend or a special educator or qualified psychiatrist or psychologist or guardian or authority under whose care the Complainant is receiving treatment or care.
- c. Any other reason, a Complaint may be filed by any person who has knowledge of the incident, with the Complainant's written consent.
- d. Where the Complainant is dead, a Complaint may be filed by any person who has knowledge of the incident, with the written consent of the Complainant's legal heir.

(iv) At the time of filing the Complaint, the Complainant shall submit 3 (three) copies of the Complaint along with the supporting documents and the names and addresses of the witnesses (if any) to the IC.

(v) On receipt of the Complaint, the IC shall send one of the copies received from the Complainant to the Respondent within 7 (seven) working days.

(vi) It is clarified that the IC may, at its discretion, refuse to accept a Complaint where neither the Complainant/s nor the Respondent/s is an Employee of C-CAMP. The decision of the IC shall be recorded in writing, along with reasons.

(b) Response: The Respondent shall file their reply to the Complaint along with their list of documents and names and addresses of witnesses, within 10 (ten) working days from the date of receipt of documents by the Respondent.

(c) Conciliation and Settlement:

(i) Once a Complaint is received, the IC may, at the request of the Complainant, take steps to settle the matter between the Complainant and the Respondent through conciliation. Provided however that monetary settlement shall not be a basis of conciliation.

(ii) Once the settlement is arrived at, the IC shall record the settlement arrived at and forward the same to the implementing authority designated by C-CAMP's management in writing and notified to Employees (**Implementing Authority**) to take action (if any) as specified in the recommendation.

(iii) The IC shall provide copies of the settlement to the Complainant and the Respondent. Where a settlement is arrived at, no further inquiry shall be conducted by the IC and the conciliation process shall be deemed to be completed. However, if the Complainant informs the IC that any term or condition of the settlement arrived at has not been complied with by the Respondent, the IC shall proceed to make an inquiry into the Complaint or forward the Complaint to the police.

(iv) In case a settlement is not arrived at and there is a failure of conciliation, the IC shall proceed to make inquiry into the Complaint, as set out in Section I below.

## **I. INQUIRY PROCEDURE, REPORT AND RECOMMENDATIONS**

(a) A minimum of 3 (three) members of the IC, including the Presiding Officer and the External Member, shall always be present, in person or through telephone or video-conferencing, at the time of conducting the inquiry.

(b) During the pendency of inquiry, the IC may recommend to the Implementing Authority to provide such relief to the Complainant as requested by the Complainant in writing, for (i) transfer (of Complainant or Respondent), (ii) leave up to a period of 3 (three) months, in addition to any leave to which the Complainant is otherwise entitled, (iii) and/or a change in the reporting structure, to ensure that the Respondent is restrained from supervising or reporting on the Complainant's work performance. The Implementing Authority shall implement such recommendation/s, and send a report of implementation to the IC.

(c) It is clarified that the leave granted to the Complainant under paragraph (b)(ii) above shall be treated as special leave, and shall not be debited against their leave account in accordance with C-CAMP's leave rules.

(d) The IC shall conduct the inquiry into the Complaint in accordance to the principles of natural justice. The IC shall act fairly at all times, and parties shall be given an opportunity of being heard.

(e) Without prejudice to the generality of the foregoing, the IC shall have the discretion to allow the Respondent to cross-examine the Complainant, and vice versa, and for the Complainant and Respondent to cross-examine any of the witnesses. However, cross-examination questions must be given in writing to the IC prior to cross examination, and IC shall decide on which ones may be asked, based on relevance to the Complaint and allegations. The IC shall also have the discretion to decide whether the cross-examination shall be conducted directly, or through the IC, particularly in cases where the identity of witnesses is sought to be undisclosed or confidential. It is clarified that questions asked or sought to be asked during cross-examination, particularly to the Complainant and their witness/es, shall be within the limits of decency, without being embarrassing, intimidating or humiliating.

(f) During the inquiry, if the Respondent or the Complainant fails to present themselves for 3 (three) consecutive hearings convened by the Presiding Officer, the IC shall have the right to terminate the inquiry proceedings or make an *ex parte* order regarding the Complaint. The IC however shall not terminate or pass an *ex parte* order unless an advance written notice of 15 (fifteen) days is given to the party/ies concerned.

(g) The parties shall not be allowed to bring any legal practitioner to represent them in their case in any stage of the inquiry proceedings before the IC.

(h) The standard of proof applied during the inquiry shall be preponderance of preponderance of evidence, or balance of probabilities.

(i) The inquiry shall be completed within a period of 90 (ninety) days.

(j) The IC shall provide a report of its findings to the Implementing Authority within a period of 10 (ten) days from the date of completion of the inquiry and the report shall be made available to the concerned parties, including the Complainant and the Respondent, to enable them to make representation against the findings.

(k) Where the IC concludes that the allegation against the Respondent is proved, it shall recommend to the Implementing Authority to grant such relief to the Complainant as detailed in Section J below. Where the IC comes to a conclusion that the allegation against the Respondent is not proved, it shall recommend to the Implementing Authority that no action shall be taken in the matter against the Respondent.

(l) The Implementing Authority shall act upon the recommendation within 60 (sixty) days of the receipt of the recommendation.

## **J. PUNISHMENT AND PENALTY**

(a) Proven Allegation of Sexual Harassment: Where the IC comes to a conclusion that the allegation against the Respondent has been proved, it shall recommend to the Implementing Authority to do any one or more of the following:

- (i) Take any action, including:
  - a. written apology;
  - b. warning;
  - c. reprimand or censure;
  - d. withholding of promotion;
  - e. withholding of pay rise or increments;
  - f. terminating the Respondent from service;
  - g. undergoing counselling;
  - h. conducting community service.
  
- (ii) Deduct from the salary or wages of the Respondent such sum as it may consider appropriate to be paid to the Complainant or their legal heirs, as it may determine, having regard to:
  - a. the mental trauma, pain, suffering and emotional distress caused to the Complainant;
  - b. the loss in career opportunity due to the incident of sexual harassment;
  - c. medical expenses incurred by the Complainant towards physical and/or psychiatric treatment;
  - d. the income and financial stability of the Respondent; and
  - e. feasibility of such payment in lump sum or in instalments.

Provided that if the Implementing Authority is unable to make such deduction from the salary of the Respondent due to the Respondent's absence from duty or cessation of employment with C-CAMP, it may direct the Respondent to pay the sum of compensation directly to the Complainant. Further, if the Respondent fails to pay such sum to the Complainant, the IC may forward the order for recovery of the sum as an arrear of land revenue to the concerned District Officer.

- (iii) Take any other action other than the above mentioned, as the Implementing Authority deems fit.

(b) False and/or Malicious Complaint; False or Misleading Evidence:

- (i) Where the IC comes to a conclusion that:
  - a. the Complainant or any other person making the Complaint has made a Complaint knowing it to be false; or
  - b. the allegation against the Respondent is malicious;
  - c. the Complainant or any other person making the Complaint has produced any forged or misleading document; or
  - d. any witness has given false evidence or produced or a forged or misleading document,
 the IC may recommend that the Implementing Authority take appropriate action against the Complainant or the person who has made the Complaint or witness, including ordering a written apology, warning, reprimand or censure, withholding of promotion, withholding of pay rise or increments, termination of employment of the witness, undergoing a counselling session or carrying out community service.

- (ii) However, a mere inability to substantiate the Complaint or provide adequate proof need not attract action against the Complainant, and the malicious intent on part of the Complainant shall be established after conducting an inquiry into the Complaint, and before recommending any action.

**K. CONFIDENTIALITY**

(a) Notwithstanding anything contained in the Right to Information Act, 2005, the contents of the Complaint, the identity and addresses of the Complainant, Respondent and/or witnesses, any information relating to conciliation and inquiry proceedings, recommendations of the IC and the action taken by the Implementing Authority, and/or C-CAMP's management shall be confidential. They shall not be published, communicated, or made known to the public, press or media in any manner.

(b) Any person who violates the above shall be penalised by levying such amount as may be prescribed in the Act and/or Rules, in addition to taking action against the person in accordance with C-CAMP's policy on non-disclosure of confidential information.

#### **L. APPEAL**

(a) Where the Complainant is an aggrieved woman, any person aggrieved by any of IC's recommendations, or non-implementation of such recommendations, shall have the option to:

(i) appeal to the Chief Executive Officer (CEO) of C-CAMP or such officer of C-CAMP as may be designated by the CEO in writing and notified to all employees (**Appellate Authority**), as provided in paragraph (c) below, or

(ii) appeal directly to the appellate authority prescribed by the Act, as applicable to C-CAMP and its employees, within a period of 90 (ninety) days from the date of the IC's recommendation.

(b) Where the Complainant is *not* an aggrieved woman, any person aggrieved by the recommendations of the IC or non-implementation of such recommendations, shall appeal to the Appellate Authority as provided in paragraph (c) below.

(c) In case of appeal to the Appellate Authority, the notice of such appeal must be provided to the opposing party and the IC within 30 (thirty) working days of the date of IC's report. Written materials, if any, by both sides must be provided to the Appellate Authority within 15 (fifteen) working days of such notice, and a hearing on the matter attended by the Complainant, Respondent, IC, and the Appellate Authority shall be held within 30 (thirty) working days of receipt of the written materials. The Appellate Authority shall render a written decision on the appeal within 30 (thirty) working days after the date of such hearing.

(d) Any person aggrieved by the Appellate Authority's written decision may appeal directly to the appellate authority prescribed by the Act (as applicable to C-CAMP and its employees), within a period of 90 (ninety) days from the Appellate Authority's written decision.

#### **M. AMENDMENTS**

The Policy may be revised by C-CAMP in its sole discretion. Modified versions of the Policy shall become binding on the Employees upon notification.

## Appendix A: IC Members

1. Dr Goda Krishna (*Presiding Officer*)
2. Deepa K. V. (*Member*)
3. Dr Niranjan Joshi (*Member*)
4. Dr Elizabeth V. S. (*External Member*)