

AIIS ANTI-SEXUAL HARASSMENT
POLICY

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1.0 Policy

1.1 AIIS is committed to providing equal opportunity and a safe working environment that enables employees to work without fear of gender bias or sexual harassment. AIIS Anti-Sexual Harassment Policy (**“Policy”**) is an endeavor to implement the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 (**“Act”**). Thus, the terms of this Policy shall always be construed in consonance with the Act, such that in case of any doubt or conflict, the Act, including any amendments thereof and the case-law shall guide the implementation of the Policy, which shall be subject to change accordingly.

1.2 The AIIS will not tolerate sexual harassment of any of its affiliates or employees and considers sexual harassment a grave misconduct, punishable under terms of this Policy, Indian Penal Code and other relevant laws.

2.0 Applicability & Effective Date

2.1 This Policy shall apply to all Employees (*as defined*) and, the Employer (*as defined*) of AIIS.

2.2 This Policy came into force in December, 2013.

3.0 Definitions

“Aggrieved Party” means an individual of any age, whether employed by AIIS or not, who alleges to have been subjected to any act of Sexual Harassment by the Respondent at the Workplace.

“Employee” means a person employed by AIIS 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 It also includes AIIS grantees. 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 or called by any other such name.

“Employer” means the [Director-General or Head of Program] of AIIS.

“Internal Complaints Committee” or **“ICC”** means the internal complaints committee constituted by AIIS under Article 3 below.

“Local Complaints Committee” or **“LCC”** means the local complaints committee constituted by the State or Central Government, as the case maybe in the concerned district, to receive complaints against Sexual Harassment under the terms of the Act.

“Respondent” means a person against whom the Aggrieved Party makes a complaint under the terms of Article 4 below.

“Rules” means the rules made under the Act.

“Sexual Harassment” includes any one or more of the following unwelcome acts or behavior, whether directly or by implication:

- (a) physical contact and advances; or
- (b) demand or request for sexual favours; or
- (c) making sexually coloured remarks; or
- (d) showing pornography; or
- (e) any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

The following circumstances, if they occur, or are present in relation to any of the above-mentioned acts of Sexual Harassment, may amount to Sexual Harassment:

- (a) promise of preferential or, threat of detrimental treatment in employment, whether implied or explicit;
- (b) threat about a person’s present or future employment status, whether implied or explicit;
- (c) interference with his/her work, or creation of an intimidating, offensive or, hostile work environment;
- (d) humiliating treatment likely to affect a person’s health and safety.

“Workplace” shall include all AIIS workplaces which are -rented or owned by AIIS, specifically:

- (a) AIIS office in New Delhi;
- (b) Language Sites at Chandigarh, Jaipur, Lucknow, Kolkata, Pune, Mysore Thiruvananthapuram and Madurai and any other such site added in the future;
- (c) Research Centres at (a) Archives & Research Center for Ethnomusicology (b) Center for Art & Archaeology.
- (d) any place visited by an Employee arising out of or, during the course of employment, including transportation provided by Employer for undertaking such journey; and
- (e) any other place which may be regarded as AIIS workplace in terms of Section 2(o) of the Act by ICC, including the sites of Study Abroad programs of AIIS.

3.0 Internal Complaints Committee (“ICC”)

3.1 AIIS has constituted an Internal Complaints Committee (“ICC”) situated at AIIS office, at New Delhi.

3.2 The ICC as of December, 2013 consists of the following members:

- (a) Ms. Purnima Mehta, Presiding Officer *[must be a senior level woman employee of AIIS];*
- (b) Mr. Rajender Kumar, Associate Director General, Dr. P. Bilimale, Director (Programs & Administration) /Ms. *[not less than 2 members from amongst AIIS employees, preferably committed to the cause of women, or who have had experience in social work or have legal knowledge. Can be male or female employees];*
- (c) Ms. Lakshmi Krishnan, Society for the Promotion of Women and Child Welfare *[one member from an NGO or association that is committed to the cause of women or, a person familiar with the issues relating to sexual harassment].*

3.3 Subject to terms of this Policy, all Heads of Program at the Language Sites, Research Centres and Study Abroad programs shall form part of the ICC, and will address complaints of Sexual Harassment at their respective workplaces.

3.4 The quorum for holding the meeting of ICC shall be a minimum of [5] members as per Article 3.2 and 3.3 above *[Section 4 of the Act provides a minimum of 4 members, including the Presiding Officer. This can create a dead-lock. So, it would be advisable to have 5 members in ICC, so that a majority decision is possible – we can discuss this].*

3.5 The Presiding Officer or, any member of the ICC may be removed from the ICC and, the vacancy so created may be filled by fresh nomination by the Employer if he/she:

- (a) contravenes any provision of Section 16 of the Act by publishing the contents of the complaint or, identity or addresses of Aggrieved Party, Respondent and witnesses or any information relating to the conciliation or inquiry proceedings;
- (b) has been convicted or, any inquiry for an offence is pending against him/her;
- (c) has been found guilty or, disciplinary proceedings are pending against him/her;
- (d) has abused his/her position as to render his/her continuance in office prejudicial to public interest;
- (e) is sick or incapacitated or for any other reason unable to perform his/her duties as member of ICC.

4.0 Complaint

4.1 Any person whether or not employed by AIIS, who alleges having experienced sexual harassment at the workplace, may make a complaint to one or more members of the ICC within a period of 3 (three) months from the date of the incident. If there are series of such incidents, then the complaint should be reported within a period of 3 (three) months from the date of the last incident.

4.2 The ICC can extend the time period for making the complaint beyond 3 (three) months, if it is satisfied that the individual was prevented by her circumstances from filing the complaint within the said period.

4.3 Where the Aggrieved Party is unable to make a complaint on account of her/his physical or mental incapacity, or death, or otherwise, his/her legal representatives or such other persons as maybe prescribed under the Rules, may make the complaint on her/his behalf.

4.4 The complaint may be oral or, in writing. If the complaint is oral, the ICC member/s shall help the individual make a complaint in writing and authenticate it with a dated signature or, thumb impression as the case may be.

4.5 If for any reason, the ICC has not been constituted or, if the complaint is against the Employer, the aggrieved party can make her/his complaint to the LCC constituted by the state or central government, as the case maybe.

5. Inquiry into Complaint

5.1 Upon receipt of the complaint, the ICC member/s shall inform the Employer, who in turn shall call a meeting of the ICC within a period of (5) working days. In exceptional cases, an emergency meeting may be called.

5.2 At the first meeting, the ICC will hold a meeting with the Aggrieved Party and record her allegations. The Aggrieved Party can also submit documentary and oral evidence to substantiate his/her complaint.

5.3 If the ICC finds there is a *prima facie* case of Sexual Harassment, ICC shall within a period of 3 (three) working days provide a copy of the complaint to the Respondent and give him/her a period of 5 (five) working days to respond to the same..

5.4 Upon receipt of Respondent's reply, the ICC shall provide a copy of the same to the Aggrieved Party and, ask her/him to file a rejoinder to the Respondent's reply within a period of 5 (five) working days, if he/she so wishes.

5.5 If the Aggrieved Party and/or Respondent desire to summon witnesses, they shall inform the ICC at the time of filing their respective complaints, reply or rejoinder as the case maybe, but in any case within the time-period prescribed by ICC for submitting their list of witnesses.

5.6 ICC shall then summon the witnesses mentioned by both the parties. The Respondent and the Aggrieved Party shall have the right to cross-examine all witnesses. [However, cross-examination of the Aggrieved Party or her/his witnesses by the Respondent shall be conducted in the form of written questions and responses via the ICC only.] Any

behavior, verbal or otherwise, on the part of the Respondent that is designed to intimidate or subject the Aggrieved Party or her/his witnesses to mental and physical trauma, can lead the ICC to recommend disciplinary action against the Respondent.

5.7 All proceedings of the ICC shall be recorded in writing. The record of the proceedings and the statement of witnesses shall be authenticated by the persons concerned.

5.8 The ICC shall provide every opportunity for the Aggrieved Party and Respondent to put forward and defend their cases. ICC shall forward copies of all documentary evidence submitted by the parties to each other, so that they can defend/object to the same.

5.9 The matter shall be decided by majority of the ICC members. The ICC shall within a period of 10 (ten) days submit its final report/ findings to the Employer and the parties.

5.10 The ICC shall have the right to terminate the inquiry and issue an ex-parte decision with regard to the complaint, in the event that the Respondent fails, without good and valid reasons, to be present for 3 (three) consecutive hearings convened by the ICC.

5.11 The ICC can on request of the Aggrieved Party or Respondent, extend the time-lines mentioned above for submitting their responses and/or, responding to various written orders of ICC during the inquiry for good and valid reasons, provided that ICC can complete the inquiry within a period of 90 (ninety) days as prescribed under the Act.

5.12 The venue of the inquiry should take into consideration the convenience and security of the Aggrieved Party.

5.13 The ICC shall ensure the safety of the Aggrieved Party during the period of inquiry. If necessary, he/she will be provided with alternative accommodation, psychiatric and legal counseling and social support., If while the inquiry is pending the Aggrieved Party makes a request, ICC may recommend that the Employer:

- (a) transfer the Aggrieved Party or Respondent to another Workplace;
- (b) grant leave to the Aggrieved Party up to a period of 3 (three) months, provided that this leave shall be in addition to the leave she/he is otherwise entitled to under the terms of her contract of employment; or
- (c) provide him or her with alternative accommodation, counseling and social support;
or

The Employer shall implement the recommendations of the ICC and forward the report of such implementation to the ICC.

5.14 All complaints of Sexual Harassment will be handled by the ICC with sensitivity, knowledge and impartiality. The ICC shall be sensitive to the covert, private and insidious nature of Sexual Harassment and shall take into account the fact that, often in such cases it is

not possible to submit direct corroborative evidence. The ICC shall not permit any evidence or examination based on the Aggrieved Party's character, personal life, and conduct.

5.15 The ICC shall have the same powers as are vested in civil court under CPC, 1908 and, can:

- (a) summon and enforce attendance of any person and, examine him or her under oath;
- (b) require the discovery and production of documents; and
- (c) any other matter as may be prescribed under the Act and, the Rules made thereunder.

6. Conciliation

6.1 The Aggrieved Party may request the ICC to help settle the matter with the Respondent through conciliation, rather than initiating an inquiry under Article 5 above provided that the conciliation shall not be premised on monetary settlement.

6.2 The ICC may, if it thinks necessary, in order to verify facts, direct the Aggrieved Party and Respondent to make their submissions in writing along with documentary proof and, also examine other persons/witnesses with a view to helping the parties settle the matter.

6.3 Where a settlement is reached, the ICC shall record the settlement, provide copies of the settlement agreement to the Aggrieved Party and, Respondent and, forward the same to the Employer to take action as specified in the recommendation.

6.4 No further inquiry shall be conducted by the ICC thereafter, unless the Aggrieved Party informs the ICC that the Respondent has breached the terms of the settlement agreement.

7.0 Penalties

7.1 If the ICC comes to the conclusion that, the allegation against the Respondent has been proved, it shall recommend that the Employer take action against the Respondent as "misconduct" and, notwithstanding his contract of employment can include:

- (a) issuance of warning and, submission of written undertaking to the Employer/Aggrieved Party on terms and conditions to the satisfaction of ICC; or
- (b) termination of employment without notice or pay; or *[please refer to contract of employment of AIIS and, amend accordingly]*.
- (c) deduction of salary of the Respondent, such sum as the ICC may consider appropriate to be paid to the Aggrieved Party or, her/his legal heirs. This deduction shall be made as per Article 7.2 below.

If ICC is unable to make any deductions from the salary or wages of the Respondent under clause (c) above, due to Respondent being absent from work or his employment having been terminated, it may direct the Respondent to pay such a sum to the Aggrieved Party directly. If the Respondent fails to pay such sum, the ICC may forward the order for recovery of the sum as arrears of the land revenue to the concerned governmental authority under the Act.

7.2 Further in determining the sum to be paid to Aggrieved Party, the ICC shall consider: mental trauma, pain, suffering and emotional distress caused to the Aggrieved Party;

- (a) professional damage due to the incident of Sexual Harassment;
- (b) medical Expenses incurred by the victim/ Aggrieved Party for physical or psychiatric treatment;
- (c) the income and financial status of the Respondent;
- (d) feasibility of such payment in lump-sum or in installments by the Respondent.

7.3 If the ICC comes to the conclusion that allegation against Respondent has not been proved, it shall recommend to the Employer not to take action in the matter.

8.0 False Complaints & Evidence

8.1 If ICC comes to the conclusion that the Aggrieved Party or, any other person making the complaint has done so knowing it to be false, or out of maliciousness or, produced forged or misleading documents, the ICC shall recommend to the Employer to take appropriate disciplinary action against such Aggrieved Party.

8.2 If ICC comes to the conclusion during the inquiry that any witness has given false evidence or produced any false or misleading documents, it may recommend to the employer of the witness or District Officer appointed under the Act, to take appropriate disciplinary action against such witness.

8.3 However, a mere inability to substantiate a complaint or, provide adequate proof, will not suffice for ICC to conclude that the complaint is false as aforesaid.

9.0 Appeal

9.1 Any person aggrieved by recommendations of ICC under Articles 7.1, 7.2, 7.3, 8.1 or 8.2 or breach of secrecy and confidentiality obligations in Article 10 below or, non-implementation of such recommendations by the Employer may prefer an appeal to the court as per the contract of employment and applicable laws.

9.2 The Appeal should be filed within a period of 90 (ninety) days of the recommendations.

10.0 Confidentiality

10.1 Notwithstanding anything contained in the Right to Information Act, 2005, the contents of the complaint, identity and addresses of the Aggrieved Party, Respondent and witnesses and, any information relating to conciliation or inquiry proceedings, recommendations of ICC and action taken by Employer shall not be published, communicated or made known to the public, press or media in any manner.

10.2 Where any person entrusted with the duty to handle or deal with the complaint, inquiry or any recommendations or actions contravenes the provisions of confidentiality under Article 10.1 above, he/she shall be liable for penalty in accordance with his/her contract of employment or, as maybe prescribed under the Act.

10.3 Provided that, information may be published about the justice secured to any Aggrieved Party, without disclosing the name, address, identity or other particulars that may lead to identification of the Aggrieved Party and witnesses.

11.0 Third-Party Harassment

11.1 If the Respondent is not an Employee in the Workplace where the incident of Sexual Harassment took place, the Employer shall cause an action to be initiated under the IPC or any other law in force at the time

11.2 Although the AIIS endeavors to collect background information about people who may be associated with or whose services may be retained by the fellows/Employees, AIIS inevitably has limited information about such third parties. Fellows/Employees are advised to make independent and appropriate inquiries about such third parties and use their own judgment and discretion in retaining their services, renting their premises and/or, establishing any professional relationship with them. Upon the occurrence of any untoward or unpleasant incident or acts amounting to Sexual Harassment in relation to such third parties, the fellows/Employees are advised to immediately notify the ICC member/s. Upon receipt of such notice, the ICC shall, after investigating the matter, remove the names of such persons as are found indulging in acts of Sexual Harassment from its recommendation list and forthwith terminate association with and patronage of such third parties.

12.0 Information and Discussion

12.1 In order to make all AIIS Employees aware of this Policy, AIIS/Employer will hold annual informational and training sessions in conjunction with the meeting of language training officers. Someone who is trained in addressing sexual assault will attend the meeting. The sessions will provide information about the nature and significance of Sexual Harassment, the measures that on site officers should take to address it, and the legal and disciplinary consequences that it entails. Employees will be provided with information about creating a safe work place. Bi-annual meetings may be organized as needed. Written record of the proceedings shall be maintained and sessions shall be conducted in the local language.

12.2 AIIIS shall take appropriate steps to train its staff, managers and officers on the issue of Sexual Harassment and assault

12.3 Discussion shall be encouraged at staff meetings on how to prevent Sexual Harassment between Employees/grantees students/faculty.

13.0 Policy integral part of Contract of Employment

13.1 This Policy shall be circulated to every Employee and Employer of AIIIS and, shall be treated as part of their contract of employment/terms of service. In case of any inconsistency between the terms of contract/terms of service, the terms of this Policy shall supersede the same.