

# The LCW Code to Combat Sexual Harassment and Discrimination at the Workplace

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## Preamble

Land Conflict Watch (“**LCW**”), as an organisation, believes that no person shall be subject to any form of discrimination, harassment or violence on the basis of their identity or sexual orientation, and is committed to ensuring a safe and dignified working environment for all persons who form part of its community.

In this regard, LCW has accepted and established the LCW Code to Combat Sexual Harassment and Discrimination at the Workplace (“**this Code**”), which shall be interpreted bearing in mind the following principles:

- A. The rights to equality, non-discrimination and dignity of life as enshrined in the Constitution of India;
- B. The guidelines laid down by the Supreme Court of India in *Vishaka v. State of Rajasthan* (1997);
- C. The mandate of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (“**the Act**”) and corresponding Rules.

This Code, along with any subsequent amendments to it, shall be accepted by all people contracted by LCW as an extension of the terms of their employment or engagement with LCW.

## Chapter 1: Scope

1.1 This Code shall apply to, and be the exclusive mechanism for redressal through LCW of, all instances of Sexual Harassment as provided hereunder:

- a. Occurring at any location where LCW has a Working Presence, irrespective of the parties;
- b. Between or among members of LCW Community, irrespective of the location; and

- c. Where a complaint is made by a third party against a member of LCW Community and where such member was involved in an activity pertaining to LCW, irrespective of the location.

1.2 An Aggrieved Person may choose to complain directly to any member of LCW's Core Team prior to initiating proceedings under this Code. In which case, the Core Team member shall exercise best efforts to advise the Aggrieved Person about the mechanisms available under this Code and any other civil/criminal remedies available to them. An Aggrieved Person may also choose to directly avail of any remedial mechanism outside of this Code without approaching LCW.

Provided that irrespective of the redressal mechanism availed of by an Aggrieved Person, LCW shall not take any Corrective Action against any person for Sexual Harassment without following the procedure as prescribed under this Code.

1.3 In case of any doubt as to whether this Code is applicable in a particular instance, the Internal Committee shall have the final discretion to make a decision.

Provided that if the Internal Committee decides that this Code is not applicable, it is recommended that LCW should nevertheless take note of the instance complained of, and offer its support and co-operation in pursuing alternative remedies, as it deems fit in the facts and circumstances of the case.

## **Chapter 2: Definitions and Interpretations**

In this Code, unless the context otherwise requires;

2.1 "**Aggrieved Person**" means a person who alleges that Sexual Harassment as defined under this Code has taken place.

2.2 "**Communication**" or "**Documentation**" include a formal request for inquiry, notices issued to the parties, written applications made by the parties and their witnesses, written submissions of parties and their witnesses, replies, lists of questions, orders and reports of the Internal Committee, and copies of the aforementioned. These may be in a digital or physical form.

2.3 "**Core Team**" means the Partnership and the individuals (team leads) occupying the positions of Associate Editor, Database and Research Coordinator, and Legal Research Associate and Project Lead at any given point in time.

2.4 "**Day**" means one working day, unless stated otherwise.

2.5 "**Employee**" means a person employed by LCW for any work on a regular, temporary, ad hoc or daily wage basis; either directly or through an agent, including a contractor; with or, without the knowledge of LCW; whether for remuneration or not; working on a voluntary basis or otherwise; whether the terms of employment are express or implied; and includes an administrative staff member, fellow, project member, probationer, intern (or any other variation of such a position), and contractual employee.

2.6 "**Facilitator**" means a senior member of LCW who has not been appointed to the Internal Committee, appointed by the Partnership for the purposes of mediation under Chapter 6 of this Code;

2.7 "**Final Written Report**" shall mean the detailed report prepared by the Internal Committee on the conclusion of proceedings under this Code, describing, with reasons, its findings with regard to the complaint of Sexual Harassment and any Corrective Actions it seeks to prescribe.

2.8 “**LCW Community**” refers to and includes:

- a. The Partners and Directors of Nut Graph LLP;
- b. Employees of LCW; and
- c. Any other person providing services of any nature to LCW where it has a Working Presence.

2.9 “**Internal Committee**” or “**IC**” means the Sexual Harassment Inquiry Committee constituted under Chapter 3 of this Code.

2.10 “**Respondent**” means a person against whom the Aggrieved Person has made a complaint under Chapter 4 of this Code.

2.11 “**Sexual Harassment**” includes any unwelcome acts or behaviour of the following nature, whether directly or by implication:

- a. Physical contact and advances;
- b. A demand or request for sexual favours;
- c. Making sexually coloured remarks;
- d. Showing pornographic content including verbal, textual and graphic representations of a sexual nature, whether such content is transmitted in physical or digital form;
- e. Any other unwelcome conduct of a sexual nature;
- f. Any unwelcome conduct or interference with work on the basis of a person’s gender identity or sexual orientation, which is used to create a hostile work environment;
- g. Stalking as defined in Rule 2.12; and
- h. Making submission to unwelcome conduct as stated in (a) to (g), a term or condition of employment, evaluation or participation in LCW activities at any point of time.

*Explanation 1:* “**Unwelcome acts or behaviour**” extends to acts or behaviour which are committed:

- i. To a person;
- ii. In a person’s presence whether or not the representation concerns the person; and/or
- iii. About a person, when malicious or discriminatory in nature.

*Explanation 2:* “**Unwelcome acts or behaviour**” covers all forms of conduct, speech, gestures and words, written or otherwise, where the aggrieved person has not expressly or impliedly given consent to the behaviour complained of. The silence of the aggrieved person or lack of protest at the time of the incident or afterwards shall not by itself be taken as proof of consent.

*Explanation 3:* “**Sexual Harassment**” extends to unwelcome acts or behaviour which are committed online or through a digital form, including through text messages, e-mails, video-calls and video conferences.

2.12 “**Stalking**” means and refers to the following acts, whether done directly or indirectly:

- a. Physically following a person without their consent;
- b. Repeatedly contacting, or attempting to contact a person in spite of express or implied indication of disinterest by such person, including through digital modes of communication such as e-mails, social media platforms, or text messages; and/or
- c. Monitoring the communications of a person without their consent, whether such communications are in a physical or digital form.

Provided that the acts defined in Rule 2.12(b) shall not amount to stalking if the Respondent can prove that in the particular circumstances, the acts were justified or reasonable, for instance, if the repeated contact was necessary for professional purposes.

2.13 “**Victimization**” shall be understood to mean any adverse action by a person, group of persons or an organization against an individual because they have, in good faith:

- a. reported an instance of Sexual Harassment;
- b. participated in, or have been witnesses to proceedings under this Code on behalf of the Aggrieved Person; or
- c. acted as Support Persons to redress an alleged instance of Sexual Harassment on behalf of the Aggrieved Person under this Code.

*Explanation 1:* For avoidance of doubt, “**participation in proceedings under this Code**” shall include the filing of a complaint.

*Explanation 2:* “**adverse action**” shall include, but not be limited to

- i. directly or indirectly making such participation in proceedings under this Code a ground for adverse action relating to employment, academic participation or evaluation, or entitlement to services/opportunities;
- ii. directly or indirectly using intimidation in any form and/or undue influence so as to dissuade or deter such participation;
- iii. making slanderous (i.e. public and defamatory) statements regarding the Aggrieved Person and/or their witnesses in relation to such participation, and
- iv. creating a hostile environment for the Aggrieved Persons and their witnesses.

2.14 “**Woman**” means and includes both cisgender and transgender women.

2.15 “**Working Presence**” refers to:

- a. any office space which is used by LCW to carry out its activities;
- b. any location over which LCW exercises control or supervision;
- c. any work performed for LCW which is conducted remotely, or through modes of digital communication including e-mails, text messages, video calls and video conferences;
- d. any travel undertaken or activities performed in the scope of employment with LCW.

2.16 Any reference to “**written**” shall include documentation in digital form and/or which is sent through e-mail.

2.17 Unless there is anything repugnant in the subject or context:

- a. words importing one gender identity shall be taken to include all gender identities; and
- b. words in the singular shall include the plural, and vice versa.

2.18 Sexual Harassment is prohibited and shall be dealt with under this Code.

## **Chapter 2: Duties of LCW**

2.1 LCW shall —

- a. provide a safe working environment at places where it has a Working Presence;
- b. display at any conspicuous place(s) where it has a physical Working Presence as well as on LCW website, this Code and the order constituting the IC under Chapter 3 of this Code;
- c. display at any conspicuous place(s) at any event organized by LCW, this Code and the order constituting the IC under Chapter 3 of this Code, or share this Code and such order electronically with all invitees of any such event, in case such event is taking place online;
- d. organise workshops and awareness programmes at regular intervals for sensitising its employees with the provisions of the Act and orientation programmes for the members of the IC and the Facilitator. The purpose of such workshop shall be:
  - i. to impart basic counselling and mediation skills;
  - ii. to equip all employees with a comprehensive understanding of this Code; and
  - iii. to impart any other skills or knowledge which may be considered appropriate by the organizers in order to ensure efficient functioning of this Code.
- 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 having regard to the complaint made under Chapter 4 of this Code;
- h. provide assistance to the Aggrieved Person if she so chooses to file a complaint in relation to the offence under the Indian Penal Code or any other law for the time being in force, or if an Aggrieved Person so desires, where the respondent is not an employee of LCW, in the workplace at which the incident of sexual harassment took place;
- i. provide protection and assistance to the Aggrieved Person and their witnesses from actual or attempted victimization from any person/group of persons or organisations, where such instances or attempts are brought to its notice by the Aggrieved Person or Support Person acting on behalf of the Aggrieved Person;
- j. monitor the timely submission of reports by the IC;
- k. ensure that any instance of harassment that has been brought to their notice, whether under this Code or otherwise, has ended;
- l. ensure compliance with all laws pertaining to sexual harassment;

- m. formulate strategies for spreading awareness of this Code among all members of LCW Community. In this regard, LCW shall also be responsible for coordinating with any supervisor of all administrative, contract and informal workers who are associated with LCW.

### **Chapter 3: Constitution of Internal Committee**

3.1 Constitution of Internal Committee: The Partnership shall constitute an Internal Committee, which shall consist of the following members:

- a. A Presiding Officer, who shall be a woman who is a senior member of the organisation;
- b. Not less than two members of LCW, preferably who are committed to the cause of women or who have had experience with social work;
- c. One external member from amongst non-governmental organizations or associations committed to the cause of women or a person familiar with the issues relating to sexual harassment;
- d. One lawyer familiar with issues related to sexual harassment:

Provided that at least one-half of the total Members of the IC shall be women.

Provided further that a minimum of three members of the IC, including the Presiding Officer and the external member, shall be present for conducting the inquiry.

Provided further that the members of the IC shall undergo compulsory training with respect to sexual harassment and procedures under this Code.

Provided further that any member of the IC shall mandatorily recuse themselves from proceedings under this Code if they feel that their impartiality may be compromised due to a conflict of interest (or for any other reason) and an *ad hoc* member fulfilling the same criteria shall be appointed by the Partnership as a replacement within a period of ten working days.

3.2 The IC shall hold office for a period of 2 (two) years.

3.3 Any member of the IC, including the Presiding Officer, shall cease to be a member of the IC and the Partnership shall reconstitute the IC within a period of ten working days, in the event that:

- a. A complaint is made against a member of the IC under this Code; or
- b. A member of the IC contravenes the provisions of Chapter 7 of this Code; or
- c. A member of the IC has so abused their position, that their continuance as a member would be prejudicial to the interests of LCW as an organisation.

3.4 The Partnership shall engage the services of an external organisation which offers adjudicatory services in the nature of an IC, to hear any complaint of Sexual Harassment made against a member of the Partnership. Provided that if such external organisation has not been engaged by the Partnership before a complaint of Sexual Harassment is made against a member of the Partnership, any partner of Nut Graph LLP against whom a complaint of Sexual Harassment has not been made, shall engage the services of such external organisation to hear the complaint. Such external committee shall follow the procedure laid down in Chapter 5, recommend Corrective Actions as per Chapter 7, and be bound by the provisions of Chapter 8.

3.5 The Partnership shall appoint a senior member of the organisation who has not been appointed as a member of the Internal Committee, as a Facilitator for the purposes of mediation under Chapter 6 of this Code.

#### **Chapter 4: Complaint of Sexual Harassment**

4.1 Any person aggrieved of Sexual Harassment may make, in writing, a complaint of Sexual Harassment to the IC, provided that where a complaint cannot be made in writing, the IC shall render all reasonable assistance to the person for making a complaint in writing. Provided further that a complaint may also be made by means of e-mail.

4.2 In case an Aggrieved Person is unable to make a complaint on account of death or physical/mental incapacity, or for any other reason, the legal heirs of the Aggrieved Person or such other person as may be prescribed under the law, may make a complaint under this section.

4.3 The members of the IC shall provide assistance to the Aggrieved Person if the Aggrieved Person chooses to file a police complaint in relation to any incidence of Sexual Harassment.

#### **Chapter 5: Procedure for Inquiry**

5.1 Initiation:

- a. Within two days of the receipt of the formal request for inquiry, the IC shall furnish a copy of the formal request for inquiry to all parties and simultaneously furnish a notice requiring all parties to submit their written submission and the written statements of all their respective witnesses (“**witness statements**”) within a week of having received the notice.

Provided that in receipt of the formal request for inquiry and in response to the notice, the Respondent may by way of a written submission accept the charges made against them by the Aggrieved Person and the IC may, in such instances directly file a report under Rule 5.2(f).

- b. Within 1 day of the receipt of the written submissions and witness statements, the IC shall forward a copy of the written submissions and written statements to the other party.
- c. Within a week of receiving the written submissions and written statements of the other party, both parties shall send their written replies to the written submissions and written statements that had been served to them by the IC.
- d. Within 1 day of the receipt of the written replies, the IC shall forward a copy of the written replies to the other party.

Provided that the IC may anonymize the complaint, if it deems necessary upon request by the Aggrieved Person, and provided further that if anonymity is requested, the IC shall explain in detail to the Aggrieved Person the possible implications of such anonymization on the proceedings.

5.2 Conduct of Inquiry:

- a. Within one day of the completion of the procedure delineated in Rule 5.1, the IC shall call for an oral hearing.

*Explanation 1:* Before each oral hearing, a notice shall be issued to both parties specifying the time and venue of the hearing. The hearings can be conducted online if acceptable to both parties.

*Explanation 2:* Either party can file a written application to the IC requiring postponing of the hearing and providing alternative timings, up to 48 hours before the hearing.

- b. The IC shall conduct the hearings in accordance with the principles of natural justice. The IC shall question the relevant persons and inspect the necessary documents and records. The IC may call upon any additional witnesses if it deems necessary.

*Explanation:* “Principles of natural justice” guarantee, to every party, a right to a fair hearing including the right to receive all communications submitted to the IC by the other party, the absence of bias, and a reasoned decision.

- c. For the purpose of making an inquiry under this Chapter 5, the IC shall have the same powers as are vested in a civil court the Code of Civil Procedure, 1908 when trying a suit in respect of the following matters, namely
  - i. summoning and enforcing the attendance of any person and examining him on oath;
  - ii. requiring the discovery and production of documents; and
  - iii. any other matter which may be prescribed.
- d. The IC shall hold a hearing where the parties shall be given a fair and reasonable opportunity to present their case, to call for their evidence and to cross-examine the other party and their witnesses.

*Explanation:* The cross examination will not be direct and will be done by submitting questions in writing to the IC. The IC has the discretion to ask only those questions it deems relevant.

- e. The IC shall ensure that the proceedings are accessible to all parties. This includes accessibility of language, accommodating any disability, and any other factor that impedes access.
- f. Upon conclusion of the oral hearings, the IC shall, within ten calendar days, prepare a report containing its factual findings, determination of whether this Code has been violated and the recommendation of Corrective Action under Chapter 7 of this Code.
- g. The applicable standard of proof shall be preponderance of probability.
- h. The inquiry, including the applicable standard of proof, shall be guided by the consideration that it is not a criminal proceeding, or a proceeding of any court of law.

### 5.3 Written Submissions, Evidence and Documentation:

- a. All communications to the IC including written submission, witness statements and written replies can be in a simple format, using informal language (either English or any regional language). The written submission shall be signed by the Aggrieved Person respectively and the witness statements shall be signed by the respective witness. Where necessary, a scanned signed copy can be sent via e-mail to the prescribed e-mail address.

*Explanation:* Where necessary, the IC will provide a translated version of the Communications submitted by one party to the other party.

- b. Documentation of the proceedings and all Communications must be strictly maintained by the IC.

- c. Evidence can include, *inter alia*, voice recordings, text messages, emails, photographs, social media posts, social media messages.

5.4 Corrective Action for False Evidence: Where the IC arrives at a conclusion that during the inquiry, any party or induced false testimony from any witness or produced any forged or misleading document, the IC may recommend Corrective Action under Chapter 7 of this Code against the offending party.

5.5 Time Frame: The inquiry as a whole under Chapter 5 of this Code must not take more than ninety (90) days from the date of filing of the complaint under Chapter 4 of this Code.

5.6 Ex-Parte Order: The IC shall have the right to give an ex-parte decision on the complaint, if either fails, without sufficient cause, to present themselves for three consecutive hearings.

Provided that such termination or ex-parte order may not be passed without giving a notice in writing, fifteen days in advance, to the party concerned.

5.7 Withdrawal of Inquiry: Where a request for inquiry has been made, withdrawal of the same shall be permitted provided that the Presiding Officer and the external member of the Internal Committee shall make a written record of their findings as to whether the Aggrieved Person is acting under duress, and such findings shall be kept confidential in accordance with the provisions of Chapter 8.

5.8 Relevant Factors:

- a. The past sexual history of the Aggrieved Person shall not be taken into account by the IC while establishing and/or deciding on the incident of sexual harassment.
- b. In determining Corrective Action, the IC shall consider the previous record of the Respondent under this Code (if any), under any other institutional mechanism, and the extent of victimization (if any).
- c. In determining the Corrective Action, the IC may consider the position of the Aggrieved Person in society and whether they suffer from patterns of disadvantage or belongs to a group that suffers from such patterns of disadvantage.

*Explanation:* Patterns of disadvantage can include factors of caste, disability, sexual orientation, gender identity, and class or any or all of them.

## **Chapter 6: Mediation**

6.1 Request to mediate:

- a. Mediation before initiating an inquiry
  - i. In the event that the Aggrieved Person opts for mediation, the Aggrieved Person shall request the Facilitator to provide for mediation. The Facilitator shall inform the Respondent in about the nature of the concern of the Aggrieved Person regarding the incident of Sexual Harassment. There shall be no direct correspondence between the Facilitator, who is assisting the Aggrieved Person, and the Respondent.
  - ii. The Facilitator shall initiate mediation proceedings only on obtaining consent of both the parties concerned.

- iii. The Facilitator shall serve as the mediator. In the event that either party objects to the Facilitator serving as the mediator, the mediator shall be a member of the organisation who is not a member of the Internal Committee, and who all parties concerned have agreed to.
  - iv. If either of the parties are unable to agree on the mediator, whether to have mediation, or on the proceeding/result of the mediation, they may, at any point, make a request to end the mediation proceedings. The Aggrieved Person shall then have the option to make a request for inquiry.
- b. Mediation after the inquiry proceedings have commenced
- i. In the event that the Aggrieved Person requests mediation after an inquiry has been initiated or while the inquiry is going on, the IC shall inform the Facilitator of this request. The Facilitator shall then place the request before the Respondent to seek their consent.
  - ii. In the event that both parties consent to mediation, the IC shall pause the inquiry proceedings and the Facilitator shall then initiate the mediation proceedings in accordance with Rule 6.1(a).
  - iii. The Facilitator shall serve as the mediator. In the event that either party objects to the Facilitator serving as the mediator, the mediator shall be a member of the organisation who is not a member of the Internal Committee, and who all parties concerned have agreed to.
  - iv. If either of the parties make a request to end the mediation proceedings in accordance with Rule 6.1(a)(iv), the Aggrieved Person shall then have the option to request the IC to resume the inquiry proceedings. On such a request, the IC shall resume the inquiry proceedings.

6.2 The mediation proceedings shall be initiated within 7 days from the date on which the Aggrieved Person has made the request to mediate. The mediation proceedings shall be concluded within 45 days from the date of the first mediation proceeding, which may be extended by the Partnership for a period of 15 days on obtaining the written consent of both the parties. The time spent in mediation will not be included in the time limit prescribed under Rule 5.5 of this Code.

*Explanation:* The Aggrieved Person shall have the right to request initiating or resuming the inquiry proceedings before the completion of the 45-day timeline prescribed in Rule 6.2.

6.3 The mediation shall be confidential in accordance with Chapter 8 of this Code.

6.4 The Facilitator shall have the duty to ensure that the parties are not under duress while initiating and/or participating and/or continuing to participate in the mediation proceedings. The parties shall report to the Internal Committee if they are under any duress and the Internal Committee shall take appropriate action/s.

6.5 No monetary incentive/offer shall be made to the Aggrieved Person to get them to initiate and/or participate and/or continue to participate in the mediation proceedings.

6.6 If the parties reach a settlement during the mediation proceedings, the settlement shall be made in writing and recorded with the Partnership.

6.7 The Partnership shall provide the copies of the settlement as recorded under Rule 6.6 of this Code to the Aggrieved Person and the Respondent. The settlement shall be confidential in

accordance with Chapter 8 of this Code unless the Partnership obtains written consent from both the parties.

### **Chapter 7: Interim Reliefs and Corrective Action**

7.1 Interim Reliefs: The IC may provide the parties Interim Reliefs, during the pendency of the inquiry by taking actions including:

- a. Temporary leave with pay and employment benefits to the Respondent on an application made by the Aggrieved Person, till the conclusion of proceedings under this Code;
- b. Leave with pay and all employment benefits for up to three months to the Aggrieved Person, on an application made by the Aggrieved Person;
- c. Direct LCW to bear the cost of emergency medical expenses to be incurred by the Aggrieved Person as a result of the Sexual Harassment. In the event of a finding of guilt by the IC, the said expenses shall be included as part of the penalties imposed on the Respondent, payable to LCW;
- d. Restrain the Respondent from supervising or evaluating the work or performance of the Aggrieved Person;
- e. Restrain either party or anyone acting on their behalf from contacting or attempting to contact the other party or their witnesses against their wishes on an application made by either party;
- f. Pass immediate orders restraining the Respondent from continuing to participate in any project or event during which the alleged act of Sexual Harassment took place;
- g. Where the IC apprehends that the Respondent poses a danger to the safety of others, the IC may take one or more of the following actions during the pendency of the enquiry:
  - i. Restrain the Respondent from representing LCW in any events;
  - ii. Restrain the Respondent from attending or participating in any capacity in LCW events;
  - iii. Restrain the Respondent from participating in any meetings.

7.2 The parties may request for Interim Reliefs at any stage of the proceedings;

7.3 Violation(s) of the provisions of this Rule by the Respondent where the said violation would constitute an act of Victimization as under Chapter 10 of this Code and shall attract corrective action under Chapter 7.6.

Provided that in clauses 7.1(a) and 7.1(b) the leave granted to the party shall be in addition to the leave to which the party would otherwise be entitled.

Provided further that the IC shall not consider any order passed under this sub rule to be a mitigating circumstance when determining the penalty to be imposed.

7.4 Persons who may avail of Interim Reliefs:

- a. The parties may apply to the IC for interim relief at any stage of the inquiry.

- b. A party's witness may apply to the IC for interim relief at any stage of the inquiry, provided that a witness may apply for interim relief only if they themselves are subject to victimization.
- c. The IC may, *suo moto*, take action as it deems fit as per Rule 7.1 of this Code.

#### 7.5 Procedure for grant of Interim Relief

- a. Persons seeking Interim Relief shall make a written application to the IC.
- b. The IC shall dispose of the application for Interim Relief within three days of receipt.
- c. The IC shall communicate its decision on all applications for Interim Relief to all parties in the inquiry, and to the Partnership, where the Interim Relief granted would require their knowledge for the smooth functioning of LCW's activities.

#### 7.6 Corrective Action:

The IC shall recommend penalties to be imposed on the Respondent upon a finding that the Respondent has Sexually Harassed the Aggrieved Person, including:

- a. Termination of employment of the Respondent;
- b. Deduction, notwithstanding anything in the service rules applicable to the Respondent, from the salary or wages of the Respondent such sum as it may consider appropriate to be paid to the Aggrieved Person or to their legal heirs;
- c. Suspension from employment without pay for a period as may be determined by the IC;
- d. Removal from the partnership of Nut Graph LLP;
- e. Directions to issue a written public apology which is to be displayed prominently on all notice boards in all LCW office spaces and/or shared with all employees by e-mail.
- f. Monetary compensation payable to the Aggrieved Person or their legal heirs. In determining the quantum of the penalty to be imposed, the IC shall take into account the following factors:
  - i. the mental trauma, pain, suffering and emotional distress caused to the Aggrieved Person;
  - ii. the loss in career opportunity of the Aggrieved Person due to the incident of Sexual Harassment;
  - iii. medical expenses incurred by the Aggrieved Person for physical or psychiatric treatment;
  - iv. the income received from LCW and financial status of the Respondent;
- g. Mandatory gender sensitization and/or sexual harassment workshop to be attended by the Respondent at their own costs;

Provided further that where LCW has borne the costs of the medical expenses of the Aggrieved Person during the pendency of the enquiry, the Respondent shall be directed to pay the said amount to LCW.

*Explanation:* The medical costs to be refurnished by the Respondent to LCW shall be in addition to any other monetary penalties that may be imposed on him under Rule 7.6(f).

7.7 In recommending Corrective Actions to the Respondent, the IC shall have regard to the following factors:

- a. Reliefs sought for by the Aggrieved Person by way of their Complaint;
- b. Gravity of the offence;
- c. Any proven act of Victimization of the Aggrieved Person or their witnesses by the Respondent;
- d. Likelihood of the Respondent being a threat to public safety;
- e. The respective socio-economic positions of the parties, including but not limited to caste, class, religion, race, nationality, gender and sexuality.

### **Chapter 8: Confidentiality**

8.1 Notwithstanding anything contained in the Right to Information Act, 2005, the contents of the complaint made under Chapter 4, the identity and addresses of the Aggrieved Person, Respondent(s) and witnesses, any information relating to mediation and inquiry proceedings and the recommendations of the IC shall be confidential (i.e. shall not be published, communicated or made known to the public, press and media in any manner).

8.2 All proceedings, documents and records maintained under this Code shall be confidential, subject to Rule 8.5, provided that this rule shall not apply to any information divulged prior to the commencement of the proceedings, or to information divulged for the purpose of criminal proceedings under the Code of Criminal Procedure, 1973.

8.3 All persons involved in proceedings, mediation, or Summary Proceedings under this Code, including the parties, witnesses, support persons and members of the inquiry panel shall be under a duty to respect and maintain confidentiality.

8.4 No part of the proceedings under this Code, regardless of whether conducted physically or online, may be electronically recorded.

8.6 All parts of the proceedings under this Code, except the Final Written Report shall be confidential, provided that any details which may lead to the identification of the Aggrieved Person or their witnesses, including names, addresses, or any other particulars (“**identifying details**”) shall be redacted in the event that such Final Written Report is made public.

8.7 All persons involved in mediation under this Code shall be under a duty to respect and maintain confidentiality. No documentation or evidence produced during the mediation process, or Communication in relation to the mediation process shall be produced before the IC unless the party presenting the document and/or making the statement provides their consent to the Communication and/or document being shared with the IC, with the exception of a complaint of duress under Rule 6.4. The mediator shall not be called to testify and/or produce documents which were shared during the mediation process, before the IC or any other authority, unless the parties consent to the Communication and/or document being shared with the IC or such other authority. Any settlement reached through a mediation process shall be recorded and such record shall be maintained with the Partnership, provided that such record shall be confidential.

8.8 Any person who violates any rule of this Chapter 8 will be liable for Corrective Action under Chapter 7 of this Code, provided that nothing in this Chapter 8 shall bind the Aggrieved Person to keep confidential any information regarding the incident of sexual harassment pursuant to

which the complaint was filed, or proceedings under this Code, on conclusion of proceedings under this Code.

### **Chapter 9: Support Persons**

#### 9.1 Support Persons:

- a. Either party may request the IC for the appointment of a Support Person of their choice at any stage in the proceedings.
- b. The IC shall determine the role of the Support Person in consultation with the respective party. The Support Person may be allowed to attend all proceedings at the discretion of the IC.

Provided that the Support Person shall not make any representations on behalf of the parties.

### **Chapter 10: Victimization**

10.1 Any person or group of persons or organization with whom LCW shares a contractual relationship with, which commits victimization at any time before the commencement of proceedings under this Code, during such proceedings, or after completion of such proceedings, shall be liable to Corrective Action under Chapter 7 of this Code.

10.2 Without prejudice to Rule 10.1 above, Aggrieved Persons and their witnesses shall have the right to seek interim relief during the pendency of any proceeding under this Code against any person/s, group/s or organization/s victimizing them, provided that witnesses who are not employed or contracted by LCW shall only be entitled to the Interim Reliefs outlined in Rule 7.1 (e), (f), and (g).

10.3 Any proven complaint of victimization against a Respondent in a proceeding under this Code shall warrant Corrective Action in addition to any Corrective Action prescribed for a proven act of Sexual Harassment.