POLICY ON PREVENTION OF SEXUAL HARASSMENT

NBBL/NQMS/HR/PO-12

Document History

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This Policy extends to women employees of the Company and is deemed to be incorporated in the service conditions of all employees and comes into effect immediately.

"Sexual harassment" includes one or more of the following unwelcoming acts or behaviour:

i. Physical contacts or advances; or
ii. A demand or request for sexual favours; or
iii. Making sexually coloured remarks; or
iv. Showing pornography; or
v. Any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

Constitution: An Internal Committee ("IC") has been constituted by the Senior Leadership to take cognizance and redress/inquire complaints of Sexual Harassment. (Refer policy)

Powers of IC: The IC shall have the same powers as are vested in civil court under the Code of Civil Procedure, 1908 when trying a suit in respect of the following matters, namely: -

(a) summoning and enforcing the attendance of any person and examining him on oath;
(b) requiring the discovery and production of documents; and
(c) Any other matter which may be prescribed.

Inquiry Process:

- In case the settlement is not arrived, IC shall immediately proceed with the Inquiry and communicate the same to the Complainant and respondent.
- The IC shall prepare and hand over the Statement of Allegation to the respondent and give him / her opportunity to submit a written explanation if she / he so desires within 10 days of receipt of the same.
- The IC shall provide every reasonable opportunity to the Complainant and respondent, for putting forward and defending their respective case.
- The IC shall complete the "Inquiry" within a period of 90 days and communicate its findings and its recommendations for action to the CEO without any prejudice or biased within 10 days from completion of inquiry.
- The report of the IC shall be treated as an inquiry report for appropriate punishment

Decision of IC:

- In case IC arrives at the finding that allegations are not proved: It shall recommend to the CEO that no action is required to be taken in the matter.
- In case IC arrives at the finding that allegation against the respondent has been proved it shall recommend to CEO of the Company for Suitable action as deemed fit for the matter leading to termination of the service of the employee.

False Allegations/ Evidences:

- Where the IC arrives at a conclusion that the allegation against the respondent is malicious or the or any other person making the complaint has made the complaint knowing it to be false or the Aggrieved Employee or any other person making the complaint has produced any forged or misleading document, IC may recommend to CEO of the Company to take action against the complainant depending on the severity of the conduct as well as any other factors considered.
- However, a mere inability to substantiate a complaint or provide adequate proof need not attract action against the complainant. Further, the malicious intent on part of the complainant shall be established after an inquiry in accordance with the procedure prescribed, before any action is recommended.

(Refer policy for more details)

1. Policy

Introduction

1.1 NBBL fosters equal opportunity to all employees and is committed to create a healthy working environment that enables employees to work without fear of prejudice, gender bias and sexual harassment.

1.2 NBBL strictly prohibits discrimination, sexual harassment or harassment on the basis of race, colour, sex, national origin, religion, sexual orientation, gender expression, physical or mental disability, age, marital status or any other characteristics protected by law. This prohibition applies to all employees, vendors or customers. No employee is expected to tolerate any conduct prohibited by this policy from anyone while at work or while engaged in company business.

1.3 The Company also believes that all employees of the Company have the right to be treated with equality, honour and dignity.

1.4 Sexual harassment at the work place or other than work place involving employees is a grave offence as well as serious misconduct and is, therefore, punishable.

2. Scope

2.1 This Policy extends to all permanent employees of the Company to address the complaints of sexual harassment raised by women employees of the Company, women deputed at NBBL locations, outsourced business associates, contractors, customers, suppliers, vendors or a person engaged in the Company's business.

3. Definitions

3.1 "Sexual harassment" includes one or more of the following unwelcoming acts or behaviour:

i. Physical contacts or advances; or
ii. A demand or request for sexual favours; or
iii. Making sexually coloured remarks; or
iv. Showing pornography; or
v. Any other unwelcome physical, verbal or non-verbal conduct of sexual nature.

The following circumstances, among other circumstances, if it occurs or is present in relation to or connected with any act or behaviour of sexual harassment may amount to sexual harassment:

i. Implied or explicit promise of preferential treatment in her employment; or
ii. Implied or explicit threat of detrimental treatment in her employment; or
iii. Implied or explicit threat about her present or future employment status; or
iv. Interference with her work or creating an intimidating or offensive or hostile work environment for her; or
v. Humiliating treatment likely to affect her health or safety.

3.2 "Employee" means a person employed at the Company 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 Company, 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.

3.3 "Respondent" means any person against whom a complaint of sexual harassment has been lodged.

3.4 "Aggrieved Woman" means any woman, whether employed or not, who alleges to have been subjected to any act of Sexual Harassment by the Respondent.

3.5 "Rules" means the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Rules 2013

3.6 "Workplace" means, in addition to the place of work, any place visited by the Employee arising out of or in the course of employment and includes transportation provided by the employer for undertaking such journey.

4. Constitution of Internal Committee

4.1 An Internal Committee ("**IC**") is constituted by the Senior Leadership at Mumbai, Hyderabad and Chennai location to take cognizance and redress/inquire complaints of Sexual Harassment. It is hereby noted that employees in other locations (i.e. Chennai and Hyderabad) are also allowed to report their grievances to the Committee members located in Mumbai/Corporate in addition to the local Committee members.

The composition of the Committee is as follows:

NBBL			
Representing as	**All offices of NBBL**	**Name of the entity to whom the members represent**	**Contact**
Chairperson (PRESIDING OFFICER)	Ms. Aditi Trivedi	NBBL	7571883627
Member Secretary	Ms. Srinandhini Jayaraman	NBBL	8870480465
Member	Ms. Shweta Shetty	NBBL	9004148767
Member	Ms. Deepa Nair	NPCI	8108108683
Member	Mr. V Sai Ganesh	NBBL	9840835999
Third Party Member (NGO)	Mr. Amit Murugkar	Director & Principal Consultant, Evolve Training & Development	9867855376

4.2 Two members from the employees preferably committed to the cause of women or have had experience of social work or legal knowledge.
4.3 50% of the Committee shall be women.

NBBL CEO is authorized to name the replacements in the IC.

4.4 A quorum of three members is required to be present for the proceedings to take place. The quorum shall include the Presiding Officer, at least two members; one of them shall be a lady.

4.5 The Presiding Officer and every member of the IC shall have maximum term of 3 years.

4.6 Members of the IC can be re-appointed pursuant to expiry of their term

5. Power of Internal Committee

The IC shall have the same powers as are vested in civil court under the Code of Civil Procedure, 1908 when trying a suit in respect of the following matters, namely: -

(a) Summoning and enforcing the attendance of any person and examining him on oath;

(b) Requiring the discovery and production of documents; and

(c) Any other matter which may be prescribed.

6. Removal of Internal Committee

Presiding Officer / Member of Internal Committee shall be removed in case he / she;

- Contravenes the provision of section 16 of the Act; (Extract of Section 16 is given in Annexure)
- Has been convicted for an offence or an inquiry into an offence under any law for the time being in force is pending against him/her; or
- Has been found guilty in any disciplinary proceedings or a disciplinary proceeding is pending against him/her; or
- Has so abused his/her position as to render his/her continuance in office prejudicial to the public interest;

Where ever a member has been removed from the IC, a fresh nomination shall be made in accordance with provision of section to fill up the vacancy.

7. Inquiry Process

7.1 The complainant shall submit to the IC six copies of the complaint along with the supporting documents and names and address of the witness. Complaint to IC can be emailed to the email id - posh.icnbbl@npci.org.in

7.2 The IC shall send one of the copies received to the respondent within a seven working days.

7.3 The respondent shall file his reply to the IC along with the list of documents along with the names & addresses of witnesses within ten working days.

7.4 The IC shall make enquiry in accordance with the principals of natural justice.

7.5 Where a settlement is arrived, no further inquiry shall be conducted by the IC. However, if the Aggrieved Woman informs the IC that any term or condition of the settlement arrived at by conciliation has not been complied with by the Respondent, the IC shall proceed to make an inquiry into the complaint. Further, a provision has been incorporated that monetary settlement shall not be made as a basis of conciliation.

7.6 In case the settlement is not arrived by conciliation, IC shall immediately proceed with the Inquiry and communicate the same to the Complainant and respondent.

7.7 The IC shall prepare and hand over the Statement of Allegation to the respondent and give him / her opportunity to submit a written explanation if she / he so desires within 10 days of receipt of the same.

7.8 The Complainant shall be provided with a copy of the written explanation submitted by the respondent.

7.9 If the Complainant or the respondent desires any witness/es to be examined, they shall communicate in writing to the Committee the names of witness/es that they propose to call.

7.10 If the Complainant desires to tender any documents by way of evidence before the Committee, she / he shall supply original copies of such documents. Similarly, if the respondent desires to tender any documents in evidence before the Committee he / she shall supply original copies of such documents. Both shall affix his / her signature on the respective documents to certify these to be original copies.

7.11 The IC shall call upon all witnesses mentioned by both the parties.

7.12 The IC shall provide every reasonable opportunity to the Complainant and respondent, for putting forward and defending their respective case.

7.13 The IC is expected to complete the enquiry within 90 days from date of the complaint and communicate its findings and its recommendations for action to the Managing Director & CEO without any prejudice or biased within 10 days from completion of inquiry.

7.14 The report of the IC shall be treated as an inquiry report on the basis of which an erring employee can be awarded appropriate punishment straightaway.

7.15 The parties shall not be allowed to bring in any legal practitioner to represent them in their case at any stage of the proceedings before the IC.

7.16 The IC shall have the right to terminate the inquiry proceedings or to give an ex-parte decision on the complaint, if the Aggrieved Woman or Respondent fails, without sufficient cause, to present herself or himself for 3 consecutive hearings convened by the IC, provided that such termination or ex-parte order may not be passed without giving a notice in writing, 15 days in advance, to the party concerned.

8. Decisions of IC

8.1 In case the IC arrives at the finding that allegations are not proved
It shall recommend to the CEO that no action is required to be taken in the matter.

8.2 In case the IC arrives at the finding that allegation against the respondent has been proved it shall recommend to CEO of the Company for suitable action as deemed fit for the matter to the extent:

- Written apology;
- Warning;
- Reprimand or censure;
- Withholding of promotion;
- Withholding of pay rise or increments;
- Terminating the Respondent from service; or
- Undergoing a counselling session or carrying out community service.

8.3 The IC may also propose to deduct, 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 Employee or to her legal heirs, as it may determine, in accordance with the provisions of Section 15 of the Act.

However, in case NBBL is unable to make such deduction from the salary of the respondent due to his being absent from duty or cessation of employment, it may direct to the respondent to pay such sum to the aggrieved woman. Further, in case the respondent fails to pay the sum referred in the foregoing clause, the IC may forward the order for recovery of the sum as an arrear of land revenue to the concerned District Officer.

9. False Allegation/Evidences

Appropriate action will be taken against any employee found to have engaged in sexual harassment to ensure that the conduct will not recur. Appropriate action will be taken against any employee who makes a false complaint of harassment or a malicious complaint. An employee found in violation of this policy may be subject to appropriate action – as mentioned in Decision of IC. The type of corrective action taken will depend on the severity of the conduct, as well as any other factors presented.

However, a mere inability to substantiate a complaint or provide adequate proof need not attract action against the complainant. Further, the malicious intent on part of the complainant shall be established after an inquiry in accordance with the procedure prescribed, before any action is recommended.

10. Other points to be considered

10.1 During the pendency of an inquiry, on a written request made by the Aggrieved Employee, the IC may recommend the CEO to:

- Transfer the aggrieved woman or the respondent to any other workplace; or
- Grant leave to the aggrieved woman up to a period of three months; or
- Grant such other relief to the aggrieved woman as may be prescribed

The leave granted to the aggrieved woman under the foregoing provision shall be in addition to the leave she would be otherwise entitled.

10.2 The Senior Leadership shall provide all necessary assistance for the purpose of ensuring absolute, effective and speedy implementation of this policy.

10.3 Where sexual harassment occurs as a result of an act or omission by any third party or outsider, TPC (Third party consultant) shall take all steps necessary and reasonable to assist the affected person in terms of support and preventive action.

10.4 The IC will analyse and put up report on all complaints of this nature at the end of the year for submission to CEO.

10.5 In case the IC finds the degree of offence coverable under the Indian Penal Code, then this fact will be mentioned in its report and appropriate action will be initiated by the Senior Leadership, for making a Police Complaint.

10.6 The Presiding Officer of the committee will be required to submit an annual report of the complaints received by the committee and action taken by it as necessitated under the law, to the appropriate authorities.

Extract of Section 16 as per the Act

16. Notwithstanding anything contained in the Right to Information Act, 2005, the contents of the complaint made under section 9, the identity and addresses of the aggrieved woman, respondent and witnesses, any information relating to conciliation and inquiry proceedings, recommendations of the Internal Committee or the Local Committee, as the case may be, and the action taken by the employer or the District Officer under the provisions of this Act shall not be published, communicated or made known to the public, press and media in any manner:

Prohibition of publication or making known contents of complaint and inquiry proceedings.

Provided that information may be disseminated regarding the justice secured to any victim of sexual harassment under this Act without disclosing the name, address, identity or any other particulars calculated to lead to the identification of the aggrieved woman and witnesses.

11. Review

Human Resources would be responsible to verify the effectiveness of the policy once in a year. The Policy renewal (annual) shall be put up for NBBL CEO's approval.

12. Company's Absolute Right to Alter the Policy

NBBL reserves the right in its absolute discretion to alter the terms & conditions of the policy within the norms of the applicable laws.