



**National E-Governance Services Limited**

**Prevention of Sexual Harassment at Workplace Policy**

Current Version:	V.4.0
Document No.:	NeSL/HR/L2/POSH/02

**DOCUMENT HISTORY**

Version	Author	Date	Reviewer	Date	Approver	Date	Comments
1.0	HR Officer	18-Jan-2019	HR HOD	18-Jan-2019	Board	28-Jan-2019	Board Approved
2.0	HR Officer	6-Jul-2022	HR HOD	6-Jul-2022	Board	6-Jul-2022	Board Approved
3.0	Company Secretary	16-March-2023	MD& CEO	16 <sup>th</sup> March-2023	Board	16-March-2023	Board Approved
4.0	Company Secretary	23-March-2023	MD&CEO	15 <sup>th</sup> May-2023	Board	14-June-2023	Board Approved



## I. INTRODUCTION

National E-Governance Services Limited (NeSL) (hereinafter, “Company”) is committed to providing a fair, safe, and harmonious work environment for its employees at all locations. The Company has, accordingly, adopted a “zero tolerance” approach towards any act or behaviour that compromises this commitment and will ensure that no employee is at a disadvantage by the way of gender.

This **Prevention of Sexual Harassment at Workplace** policy, also referred to as POSH Policy outlines the Company’s stance on sexual harassment at the workplace and establishes internal protocols for dealing with incidents of this nature. This policy has been framed in accordance with “The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013” and allied Rules, Regulations, Notifications and Circulars made and issued there under (hereinafter “the Act”). The policy mutatis mutandis applies to every employee of the Company.

In order to build awareness amongst employees about their rights and duties with respect to sexual harassment at the workplace, the Company shall take the following actions:

- i) The Company shall expressly prohibit sexual harassment at the workplace and shall circulate this Policy to its employees.
- ii) The Company shall conduct awareness programs for sensitizing its staff on sexual harassment.

This POSH Policy of NeSL shall come into effect from 14<sup>th</sup> June 2023.

## II. SCOPE OF THIS POLICY

This policy applies to all employees of the company in the workplace of the company, as defined in Section III. This policy must be read as a supplement to and not in derogation of the Act and other applicable statutory enactments for the time being in force.

### III. DEFINITIONS

- a) **“Act”** means Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal Act) 2013 including the allied rules, regulations, notifications and circulars made and issued there under.
- b) **“Aggrieved Woman”** in relation to NeSL’s workplace, means a woman who is an employee of NeSL, who alleges to have been subject to any act of sexual harassment;
- c) **“Code of Conduct”** shall refer to the Code of Conduct of the Company provided to the employee at the time of appointment and accepted by the employee.
- d) **“Company”** hereinafter refers to NeSL
- e) **“Complainant”** means any person who makes a complaint in writing to the Internal Committee regarding an Aggrieved Woman.
- f) **“Employee”** for the purposes of this Policy means a person employed at a workplace for any work of the Company on regular, temporary, ad hoc, or daily wage basis, including on a consultancy 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 or called by any other such name.
- g) **“Employer”** means NeSL, herein also referred to as the Company.
- h) **“Internal Committee” (IC)** means an Internal Complaints Committee constituted as per this policy in accordance with the Act, from time to time.
- i) **“Management”** means the Managing Director, Executive Director and Head of Human Resources for the purposes of this policy. Any member of the management who is also the presiding officer / member of the IC will stand excluded from the definition of management.
- j) **“Respondent”** means a person against whom a Complainant has made a complaint under section 9 of the Act.
- k) **“Sexual Harassment”** means any one or more of the following unwelcome acts or behaviour (whether directly or by implication) namely:
  - (i) Physical contact and 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;

- l) **“Workplace”** shall primarily mean the premises of the Company, including all common areas in the building where the Company is situated, such as the ingress and egress area leading in and out of the Company, including without limitation any lobby, lift / elevators, designated parking area of the Company, common cafeteria and generally any area that is used by the Company as part of its premises, whether on a temporary or permanent basis. In addition, in case the employee is permitted to work from home, then the workplace shall be limited to the online activities / presence of the employee during the designated working hours of the Company or until such time the employee is engaged in the activities of the Company; in case the employee is on secondment / is on deputation to any other place / organization on the instructions of the Company for the work of the Company, then such place of secondment and / deputation shall also constitute the workplace.

#### **IV. WHAT IS SEXUAL HARASSMENT?**

A broad definition of sexual harassment covers any physical or verbal behaviour and any form of communication that has unnecessary, improper, or unwelcome sexual connotations. Sexual harassment may vary in form depending on circumstances. It may consist of, but not be limited to, any or all of the following:

- Unwelcome sexual advances, requests for sexual favours, display of sexual visuals, sexual audios, pornographic or obscene material and any other verbal or physical conduct of a sexual nature
- Transmitting any message, by mail, telephone, e-mail etc which is obscene, lewd, suggestive or blatantly sexual in nature
- Any explicit or implicit communication wherein a sexual favour or demand, whether by words or actions, is made a condition for an individual’s employment, career progress, promotion etc. thereby creating a hostile environment
- Sexually charged jokes or remarks and behaviour which have sexually oriented innuendoes
- Unnecessary physical contact, staring or targeting unreasonable attention at an individual in day to day dealings
- Any pervasive pattern of behaviour which makes employees uncomfortable, insecure or feel humiliated or disadvantaged on the basis of gender differentiation
- Physical & sexual assault

As mentioned above, this is an indicative but not an exhaustive list of possible forms of sexual harassment.



The following circumstances, among other circumstances, if they occur or are present in connection with any act or behaviour of sexual harassment, is unlawful and a violation of this POSH Policy.

- (i) implied or explicit promise of preferential treatment in employment; or
- (ii) implied or explicit threat of detrimental treatment in employment; or
- (iii) implied or explicit threat about present or future employment status; or
- (iv) interference with work or creating an intimidating or offensive or hostile work environment; or
- (v) humiliating treatment likely to affect health or safety.

#### **V. REDRESSAL MECHANISM**

The company has adopted the following process to ensure that any incidence of sexual harassment is dealt with appropriately, sensitively, and expeditiously.

Any aggrieved woman may make, in writing (by completing the form attached hereto along with the NDA form), a complaint of sexual harassment at the workplace to the Internal Committee (IC), within a period of three months from the date of the incident and in case of a series of incidents, within a period of three months from the date of last incident. Where such complaint cannot be made in writing, any Member of the Internal Committee or the Chairperson as the case may be, shall render all reasonable assistance to the complainant for making the complaint in writing. If required, the Internal Committee can extend the time period to lodge the complaint and record the reasons thereof in writing. Where the aggrieved woman is unable to make a complaint on account of physical or mental incapacity or death or otherwise, her legal heir or such other person as may be prescribed may make a complaint under this section. On receipt of the complaint, the IC may deem it fit to recommend conciliation (not involving any monetary settlement) provided the complainant consents.

#### **VI. QUORUM AND QUALIFICATION OF INTERNAL COMMITTEE (IC) MEMBERS**

##### **Composition of IC:**

The Committee shall consist of four (4) members. The Presiding officer of the IC shall be a woman employed at a senior level, and two other members will be among those who take active and keen interest in the welfare of the Company and its employees. The fourth member will be an independent third party - an NGO / body of social standing/a social worker/an Advocate competent to handle complaints. At least one-half of the total members nominated in the committee shall be women.

A minimum of 3 members are to be present for each hearing of a duly submitted complaint. The presence of the Chairperson and the independent third party is compulsory. In the event of a vacancy of the Presiding officer or any member, the management should make fresh appointments within 7 days or 15 days of such vacancy respectively.



Subject to the consent of the parties, the proceedings of the IC can be virtual or physical. Once the parties have participated in the proceedings, no decision shall be challenged on the point of constitution of quorum or place and / mode of hearings, once.

In case any member of the IC has a conflict of interest with respect to either of the parties, such member shall recuse themselves from the inquiry and the IC shall be reconstituted as may be necessary. However, the IC need not be reconstituted if the parties waive the conflict and consent to participate in the inquiry after the member discloses the conflict.

Tenure of the Presiding officer and members will be for a term not exceeding 3 (three) year(s). The Presiding officer is not eligible for reappointment; however, the members may be reappointed as determined and deemed fit by the management of the Company.

#### **VII. INQUIRY METHODOLOGY, REPORT AND AUDITS:**

The Internal Committee, may, before initiating an inquiry under section 11 of the Act and at the request of the aggrieved woman take steps to settle the matter between her and the respondent through conciliation, provided that no monetary settlement shall be made as a basis of conciliation. The Internal Committee shall record the settlement so arrived and forward the same to the management to take action as specified in the recommendation. The Internal Committee shall provide the copies of the settlement as recorded to the aggrieved woman and the respondent. Where a settlement is arrived through conciliation, no further inquiry shall be conducted by the Internal Committee.

Subject to the provisions of reconciliation as per section 10 of the Act, the Internal Committee shall proceed to make inquiry into the complaint. The proceedings conducted by the IC shall be recorded in writing and be kept under the strict vigilance of confidentiality.

For the purpose of making an inquiry, the Internal Committee shall have the powers when trying a suit in respect of the following matters, namely:—

- (a) summoning and enforcing the attendance of any person and examining him;
- (b) requiring the discovery and production of documents; and
- (c) any other matter which may be prescribed.
- (4) The inquiry shall be completed within a period of ninety days.

The report of the IC should clearly recommend actions to be taken.

In order to conduct the inquiry, the IC shall be guided by the statutory provisions of the Act. However, it is free to follow its own procedure as long as it conforms to the timelines and other minimum requirements stipulated in the Act and also adheres to the principles of natural justice.



#### **VIII. INTERIM MEASURES:**

Upon the request of the complainant or suo-moto, the IC may, when it deems fit, grant the following reliefs during the course of the proceedings, including but not limited to:

- (a) transfer the aggrieved woman or the respondent to any other workplace;
- (b) grant leave to the aggrieved woman up to a period of three months; or
- (c) grant such other relief to the aggrieved woman as may be prescribed.

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

#### **IX. MEASURES UPON CONCLUSION OF INQUIRY:**

The IC shall submit a report to the management, within 10 working days from the date of the settlement through conciliation or conclusion of inquiry, whichever the case may be. If the IC is satisfied with the merits of the complaint and finds the respondent at fault, it shall make a recommendation accordingly to the management.

The disciplinary action recommended by IC may include one or more of the following along with a suitable entry in the service sheet of the employee wherever applicable:

- i) Written apology to the complainant.
- ii) Counselling
- iii) Written warning
- iv) Suspension or termination of services.
- v) Permissible deductions from the salary to compensate the complainant
- vi) Any other measure permissible as per the Act.

However, after the enquiry is completed, if the IC is satisfied with the defense of the respondent, it shall absolve the person of all charges and dismiss the complaint. Where the IC finds that the complaint that has been lodged by the complainant is false in nature and made with a mala fide intent, disciplinary action may be taken against the complainant as per the company policy, as decided by the foregoing. The action to be taken against the respondent, or the complainant, as the case may be, shall also be guided, in addition to the present policy, by the relevant provisions of the Company's Code of Conduct. In an event any provisions of the Code of Conduct are inconsistent with the present policy with respect to sexual harassment matters, the present policy being the special policy on the subject over the Code of Conduct, which is a generic document, the latter shall prevail.



**X. ACTION TO BE TAKEN BY THE MANAGEMENT**

The management shall take into account the recommendation and take such action as it deems fit provided it is in accordance with the Act. If the management is unsatisfied with the report of the IC, it shall request a fresh report or dismiss the report, as deemed fit in its wisdom. However, no report of the IC or order of the management shall be passed without assigning reasons.

**XI. APPEAL TO STATUTORY AUTHORITY:**

Any person aggrieved by the actions of the management may prefer an appeal to the competent court or authority or any other body in accordance with the provisions of law. The appeal shall be preferred within a period of ninety days of the recommendations.

**XII. CONFIDENTIALITY**

The proceedings under this policy shall be conducted in a confidential manner, with the understanding that the decisions rendered will be disclosed as reasonably necessary. The reports submitted under the due procedure of the policy are confidential in nature and are subject to applicable law. These reports are to be preserved for a duration of 8 years.

**XIII. COMPENSATION AND REMEDIES**

The compensation to the complainant and / other remedies shall be determined in accordance with the Act and as per the principles of natural justice.

**XIV. GENERAL POLICY NOTES:**

- a. Any concern / complaint / questions or feedback regarding the Company's Prevention of Sexual Harassment at Workplace Policy may be communicated to: [posh@nesl.co.in](mailto:posh@nesl.co.in)
- b. Managing Director & CEO, NeSL, shall provide support for the working of the IC.



**FORMATS**

**A. Format for Raising the Complaint**

1. Name of the Complainant:
2. Designation and employment ID of the Complainant:
3. Details and description of supporting documents, if any:
4. (Optional) Relief sought for, including any interim reliefs:

<b>Date and time of incidence</b>	<b>Parties involved</b>	<b>Description of the incidence, mention of place and mention of witness, if any, along with supporting documents, if any</b>  <b>(please note that even electronic evidence or transcripts of the same can be submitted)</b>

I, the Complainant, conform and certify that the above facts are true to the best of my knowledge. I will cooperate fully in the investigation process and provide relevant details as sought for. I shall abide by the confidentiality the proceedings.

**Name and Signature:**

**Place:**

**Date:**

**B. Format for preferring an Appeal.**

1. Name of the Appellant:
2. Designation and employment ID of the Complainant:
3. Date of receipt of the management order :
4. Details of the IC report:
5. Reasons for the appeal:
6. Details and description of supporting documents, if any submitted to the IC:
7. (Optional) Relief sought for, including any interim reliefs :

I, the alleged/appellant, certify that the above facts are true to the best of my knowledge. I will cooperate fully in the investigation process and provide relevant details as sought. I shall abide by the confidentiality of the proceedings.

**Name and Signature :**

**Place:**

**Date:**



**C. Format to be used by the IC to submit its Report.**

Chairperson:

Members in attendance:

Complaint number:

Party names:

Proceeding dates:

Facts of the dispute:

Reply and documents relied upon by the complainant :

Reply and documents relied upon by the respondent :

Witness examination details, if any:

Findings of the Committee:

Conclusions and recommendations of the Committee:



**D. Format for Non-Disclosure Agreement (NDA) to be submitted by all parties to the IC proceedings**

This Non-Disclosure Agreement (NDA) is being entered into by the party as signed under, in accordance with the POSH Policy Proceedings of NeSL.

I, (name), working as (designation and employee ID) , aged about \_\_\_ years, state and affirm as follows:

That I am the Complainant/ Respondent/Witness in the complaint no. \_\_\_

That I am aware of the facts and circumstances of such allegation and the proceedings being conducted. That I shall abide by the confidentiality of such proceedings. That I shall not disclose such information jeopardizing the proceedings with any person, unless mandated so or expressly permitted by the authority of law.

I fully understand that in the event of any direct or indirect breach of the confidentiality, the Company has right to construe such breach as a gross violation of law and Company policy and I shall be liable for disciplinary action or any other action in accordance with law.

I hereby declare that this my name and signature and what is stated above is true.

**Name and Signature :**

**Place:**

**Date:**



E. Format for Record of Proceedings :

NATIONAL E-GOVERNANCE SERVICES LIMITED

Complaint No.: \_\_\_\_ / \_\_\_\_

Complainant

\_\_\_\_\_

Respondent

\_\_\_\_\_

Date of Filing : \_\_ / \_\_ / \_\_\_\_

Office Notes	Orders of Committee