



## **POLICY ON PREVENTION OF SEXUAL HARASSMENT AT WORKPLACE**

### **INTRODUCTION:**

The Indian Rugby Football Union (hereinafter referred to as the “**Rugby India**”) is responsible for the governance of rugby in India. This Prevention of Sexual Harassment Policy (“**Policy**”) is part of Rugby India’s efforts to prevent, prohibit and redress sexual harassment in the sport of rugby in India.

Rugby India believes that all its Employees (defined below) have a right to be treated with respect and dignity and Rugby India is committed towards creating a healthy environment that enables its Employees (defined below) to work and operate in an environment free of Sexual Harassment (*as hereinafter defined*).

In accordance with The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (hereinafter referred to as the “**Act**”) & The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Rules, 2013 (hereinafter referred to as the “**Rules**”), Rugby India has framed the following Policy.

All national and state associations under the jurisdiction of Rugby India must adopt a similar Policy.

### **1. COMMITMENT:**

- 1.1.** Rugby India is committed towards providing an environment that ensures every Employee is treated with dignity and respect and afforded equitable treatment. Rugby India is also committed towards promoting an environment that is conducive to the professional growth of its Employees and encourages equality of opportunity.
- 1.2.** Rugby India will not tolerate any form of Sexual Harassment and is committed to take all necessary steps to ensure that its Employees are not subjected to any form of harassment. This Policy seeks to provide awareness to all Employees of Rugby India on what acts constitute Sexual Harassment, the redressal mechanism in place and the penal consequences (both interim and final) imposed on perpetrators of sexual harassment.

### **2. LAW:**

- 2.1.** The Act has been enacted and the Rules have been framed by the Central Government with an objective to provide protection against Sexual Harassment of women at the Workplace and for the prevention and redressal of complaints of Sexual Harassment and for matters connected therewith or incidental thereto.



### 3. SCOPE:

- 3.1. The Policy shall be applicable to all Employees of Rugby India including but not limited to players, coaches, officials, support staff, physiotherapists, analysts, volunteers and massage therapists engaged by Rugby India.<sup>1</sup>
- 3.2. This Policy also applies to all categories of employees of Rugby India, including permanent employees, permanent management, workmen, temporary employees, trainees, consultants, advisers, ad hoc employees, daily wage earners, probationers, apprentices, employees on contract, etc., at its Workplace or at visits to partner organisations. The Policy is applicable to all categories of employees as stated above, irrespective of whether such persons have been engaged directly or through an agency or a contractor, and whether such employees are working for remuneration or on a voluntary basis.
- 3.3. This Policy applies to all individuals mentioned in Clause 3.1-3.2, regardless of sex, gender identity or sexual orientation.
- 3.4. Rugby India will not tolerate Sexual Harassment, if engaged in by partners, or by suppliers or any other associates of Rugby India. It shall extend to cover Sexual Harassment of any person irrespective of their sex. Sexual Harassment is unlawful irrespective of who is involved in the behaviour.

### 4. DEFINITION OF TERMS:

- (a) **“Complainant”** means, in relation to a Workplace (*as hereinafter defined*), an aggrieved person, of any age whether employed or not, who alleges to have been subjected to any act of Sexual Harassment (*as hereinafter defined*) by the Respondent (*as hereinafter defined*);
- (b) **“Employees”** means all employees of Rugby India as set out in Clause 3.1-3.2 of this Policy (including but not limited to players, coaches, officials, support staff, physiotherapists, analysts, counsellors, volunteers and massage therapists engaged by Rugby India<sup>2</sup>) and includes all categories of employees of Rugby India either working part-time or full time and including but not limited to:
  - Permanent employees;
  - Temporary employees;
  - Trainees;
  - Contract employees;
  - Consultants; and

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<sup>1</sup> It is clarified that as per the duration and specific period for which individual(s) are engaged in such capacity they will be deemed to be independent service providers and will not have any claim against Rugby India as employees of Rugby India.

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- Advisers.
- (c) **“Employer”** means and includes –
- (i) The President, CEO, COO or any Director of Rugby India; and
  - (ii) any person(s) or board or committee responsible for the formulation and administration of policies that enables management, supervision and control of the Workplace.
- (d) **“Internal Complaints Committee”** (hereinafter referred to as the **“ICC”**) means the committee constituted by Rugby India further to the Act and Rules to redress complaints of Sexual Harassment at the Workplace. The ICC is the sole inquiring authority into all complaints of Sexual Harassment at the Workplace and a recommendatory body for disciplinary actions thereof based on the findings of the inquiries.
- (c) **“Member/s”** means a Member/s of the Internal Complaints Committee;
- (d) **“Local Committee” or “LC”** means a committee notified by the state government for the purpose of dealing with matters in relation to Sexual Harassment in each and every district;
- (e) **“Relevant Authority”** shall include all entities as set out in Annexure A;
- (f) **“Respondent”** means a person (Employee) against whom the Complainant has made a complaint of Sexual Harassment;
- (g) **“District Officer”** means an officer notified under Section 5 of the Act.
- (h) **“Sexual Harassment”** includes any one or more of the following unwelcome acts or behaviour (whether directly or by implication) namely:
- a. Physical contact and advances which have a sexual undertone; or
  - b. A 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, among other circumstances, if it occurs or is present in relation to or connected with any act or behavior of sexual harassment, may amount to sexual harassment at the Workplace:



- a. Implied or explicit promise of preferential treatment in the Complainant's employment or role; or
  - b. Implied or explicit threat of detrimental treatment in the Complainant's employment or role; or
  - c. Implied or explicit threat about the Complainant's present or future employment status or role; or
  - d. Interference with the Complainant's work or creating an intimidating or offensive or hostile work environment for the Complainant; or
  - e. Humiliating treatment likely to affect the Complainant's health or safety.
- (i) **"Stakeholders"** means and includes the following individuals whether or not engaged by Rugby India :
- a. players or coaches involved in the sport of rugby;
  - b. state, district and club officials and administrators involved with the sport of rugby in India;
  - c. support personnel such as but not limited to referees, match officials' physiotherapists, counsellors, massage therapists analysts, volunteers involved with the sport of rugby in India;
  - d. sponsors.
- (j) **"Workplace"** means and includes any sports institute, stadium, sports complex or competition or games venue, whether residential or not used for training, sports or other activities relating thereto. Workplace also includes the offices of Rugby India as well as the premises of other third parties, vendors and associates of Rugby India where the Employees of Rugby India are required to perform work or that are visited by the Employees of Rugby India arising out of or during the course of employment and includes transportation provided by Rugby India for undertaking any journey, in connection with the business of Rugby India.

## 5. CONSTITUENTS OF SEXUAL HARASSMENT:

- 5.1. Conduct must include any act or behaviour that is sexual in nature and must:
- a. be unwelcome, unwanted, uninvited, unreasonable, and/or offensive to the Complainant which adversely affects the dignity of the Complainant; and
  - b. creates an intimidating, hostile or humiliating environment for the Complainant.
- 5.2. Physical contact is not an essential factor for Sexual Harassment.
- 5.3. A person's rejection of or submission to such sexual conduct specified in 5.1 is used explicitly or implicitly as a basis for a decision which affects that person's job or role.
- 5.4. The act of Sexual Harassment must be related to the Workplace. Hence, acts committed outside the Workplace, for example in the cafeteria, on business travel in a flight or hotel,



place of visit for official purpose such as sponsor offices, official events, etc. are covered. Acts committed on social media such as Instagram, Facebook, WhatsApp, LinkedIn etc., or any other digital or virtual platforms are covered. Additionally, acts that are committed during Work From Anywhere arrangements that are authorised and/ or mandated by Rugby India would fall within the ambit of Sexual Harassment at the Workplace. “Work From Anywhere” here refers to a situation wherein Employees are working from a remote location which is not Rugby India’s physical premises, client/ vendor premises, or any other location within the ambit of Clause 4(j) of this Policy. Actions which take place in personal capacity will not be considered workplace concerns unless there is connection with the Workplace by way of creation of a hostile work environment for the aggrieved person.

- 5.5.** The Respondent can be whomsoever, provided Rugby India has sufficient control over the said person and, without limitation, can be aggrieved’s coach, fellow player, support staff, boss, supervisor, sub-ordinate, trainer, colleague, mentor, co-worker, vendor, contractor or agent of the Employer.

**6. EXCLUSION:**

It is to be noted that this Policy does not apply when the Complainant is performing some work outside of Workplace, of their own accord and for personal reasons, and without the authorisation of Rugby India.

**7. THIRD PARTY HARASSMENT:**

- 7.1.** Third party harassment means Sexual Harassment perpetrated by any Stakeholders, visitors, patrons, vendors, independent contractors, auditors, consultants, and others with whom the Employees have come in contact, directly or indirectly, because of Rugby India having a relationship/business relationship with them.
- 7.2.** Where the Sexual Harassment at the Workplace occurs as a result of an act or omission by any third party, Rugby India shall take all steps necessary and reasonable to assist the affected Employee in terms of support and preventive action.
- 7.3.** Where the Complainant is an employee of Rugby India and the Respondent is a Stakeholder not engaged by Rugby India, the ICC shall obtain details of the complaint and statement of facts from the Complainant and share it with the Relevant Authority for them to conduct the inquiry. The Relevant Authority should share the findings and if sexual harassment has been established, provide the details as under:
- (i) confirm in writing to Rugby India the necessary actions that they have taken against their employee;
  - (ii) conduct inquiry proceedings in accordance with natural justice and ensure the inquiry proceedings are transparent.



- 7.4.** Where the Complainant is a Stakeholder and the Respondent is an employee of Rugby India, the ICC shall:
- (i) communicate in writing to the Relevant Authority about the complaint;
  - (ii) inform them about Rugby India's PoSH policy and also check with them if they have a similar policy;
  - (iii) conduct the inquiry in the presence of their representative;
  - (iv) if the findings are conclusive, then implement the disciplinary actions and communicate to the Relevant Authority about the action taken against the Respondent, who is an employee of Rugby India.

## **8. PREVENTION OF SEXUAL HARASSMENT:**

**8.1.** Rugby India will maintain a zero-tolerance policy as far as Sexual Harassment is concerned and as such the same is unacceptable and Rugby India will strive through education and deterrence to create an environment that is free from Sexual Harassment.

**8.2.** All Employees are expected to:

- (i) Treat all individuals they come into contact with whether Employees or Stakeholders, with respect and dignity.
- (ii) Refrain from actions that may offend, embarrass or humiliate others (whether deliberate or unintentional).
- (iii) Let the other party know they don't approve of disrespectful or harassing behavior.
- (iv) Apologize if someone tells them they are offended by their words or actions; and
- (v) Familiarize themselves with this Policy.
- (vi)** Inform the Rugby India hotline at **+91 8422 845 949** if they are subjected to or they witness any other Employee being subjected to any unwelcome sexual advance. They may also send an email to [vahbiz.bharucha@rugbyindia.in](mailto:vahbiz.bharucha@rugbyindia.in).

## **9. ZERO TOLERANCE TO RETALIATION:**

**9.1.** If any Employee feels that they are experiencing any kind of retaliation, victimization or discrimination in the nature of intimidation, pressure to withdraw the complaint or threats for reporting, testifying or otherwise participating in the proceedings, they should immediately report the matter by sending an email to the dedicated email id [vahbiz.bharucha@rugbyindia.in](mailto:vahbiz.bharucha@rugbyindia.in). All members of the ICC are mapped to/ included in this email id. Rugby India prohibits retaliation against anyone for raising a complaint or helping in addressing the complaint. Any retaliation or reprisals are subject to immediate corrective action, up to and including termination of services. Alleged retaliation or reprisals are subject to the same complaint procedures and disciplinary action as complaints of Sexual Harassment.



## **10. INTERNAL COMPLAINTS COMMITTEE:**

- 10.1.** The ICC shall consist of the following Members namely: (a) a Presiding Officer who shall be a woman Employee at a senior level; (b) not less than two Members from amongst Employees preferably committed to the cause of women or who have had experience in social work or have legal knowledge; (c) one member from amongst non-governmental organisations or associations committed to the cause of women or a person familiar with the issues relating to Sexual Harassment. One half of the total Members so nominated shall be women.
- 10.2.** The Presiding Officer and every Member of the ICC shall hold office for a period not exceeding (3) three years from the date of nomination. The Member appointed from amongst the non-governmental organisations or association shall be paid such fees or allowance as prescribed under the Rules. ICC shall send periodical reports to the Employer constituted under this Policy.
- 10.3.** The procedure as regards the ICC shall be as contemplated under the provisions of the Act.

## **11. COMPLAINT OF SEXUAL HARASSMENT:**

- 11.1.** In the event the Complainant is unable to make a complaint on account of the Complainant's physical or mental incapacity or death or any other reason which prevents the Complainant from making a complaint, then the Complainant's legal heir or any other person as mentioned below may make the complaint on the Complainant's behalf under the Policy:
- (i) In the event the Complainant is unable to make the complaint on account of the Complainant's physical incapacity, the complaint may be filed by:
    - (a) the Complainant's relative or friend;
    - (b) the Complainant's co-worker;
    - (c) an officer of the National Commission for Women or State Women's Commission (in case the Complainant is a woman); or
    - (d) any person who has knowledge of the incident, with the written consent of the Complainant.
  - (ii) In the event the Complainant is unable to make the complaint on account of the Complainant's mental incapacity, the complaint may be filed by:
    - (a) the Complainant's relative or friend;
    - (b) a special educator;
    - (c) a qualified psychiatrist or psychologist;



- (d) the guardian or authority under whose care the Complainant is receiving treatment or care; or
  - (e) any person who has knowledge of the incident jointly with the Complainant's relative or friend, or a special educator or qualified psychiatrist or psychologist, or guardian or authority under whose care the Complainant is receiving treatment or care.
- (iii) In the event the Complainant is unable to make the complaint for any other reason, the complaint may be filed by any person who has knowledge of the incident, with the Complainant's written consent.
- (iv) In the event of the death of the Complainant, the complaint may be filed by any person who has knowledge of the incident, with the written consent of the Complainant's legal heir.
- 11.2.** A Complainant may send the written complaint to the ICC at the following address - **Rugby India, 2nd Floor, Nawab House, 63 Maharishi Karve Road, Marine Lines, Mumbai - 400 002, India**. No particular form is required but the complaint must be in writing and must be signed by the Complainant. A sample format is attached as Annexure 2.
- 11.3.** A Complainant may make a complaint of Sexual Harassment at Workplace to the ICC within a period of 3 (three) months from the date of the incident.
- 11.4.** The ICC is empowered to extend the time limit beyond 3 (three) months from the date of incident, but not exceeding 3 (three) months thereafter, for reasons to be recorded in writing if the ICC is satisfied that the circumstances were such which prevented the person from filing the complaint within the said period.
- 11.5.** The Presiding Officer or any Member of ICC may also render reasonable assistance to the Complainant for making any complaint in writing, if they cannot make the complaint in writing themselves.
- 11.6.** Legal heirs or such other persons may also make the complaint if the Complainant is unable to make the complaint on account of his/her trauma, physical or mental incapacity or death or otherwise.
- 11.7.** A withdrawal of the complaint made or filed at any stage of the proceedings shall not preclude the ICC from proceeding with the investigation of the complaint.
- 11.8.** If so requested in writing, by the Complainant, pending completion of the Inquiry, the ICC may recommend Employer to, as appropriate in each case:
- (i) provide counselling support to the Complainant till the completion of the inquiry;





or

- (ii) transfer the Complainant or the Respondent to any other Workplace; or
- (iii) arrange the Complainant to work from home for up to 3 (three) months; or
- (iv) grant leave up to 3 (three) months to the Complainant; or
- (v) grant such other relief to the Complainant as maybe prescribed in the Rules, including restraining the Respondent from coaching the Complainant or reporting on the work performance of the Complainant or writing any confidential report and assign the same to another officer.

**11.9.** The Employer shall implement such recommendations and send a report of such implementation to the ICC.

*Note: In the event that the Complainant is granted leave in accordance with this Policy, such leaves shall be in addition to the leave the Complainant is otherwise entitled to.*

## **12. CONCILIATION:**

**12.1.** The Complainant can request for conciliation before commencement of an inquiry by the ICC. Such conciliation can only be requested by the Complainant.

**12.2.** No monetary settlement shall be made as a basis of conciliation.

**12.3.** The ICC shall then record the settlement so arrived and forward the same to the Employer to take action as specified in the recommendation.

**12.4.** The ICC shall provide the copies of the settlement to the Complainant and the Respondent.

**12.5.** Where a settlement is arrived under conciliation, no further inquiry shall be conducted by the ICC.

**12.6.** While any conciliation proceeding shall ordinarily be conducted in face-to-face meetings, Clause 14.9 more fully describes other modes of conducting the same.

## **13. INQUIRY INTO COMPLAINT:**

**13.1.** The ICC shall follow the prescribed procedures. The ICC shall, where the Respondent is an Employee, proceed to make inquiry into the complaint in accordance with the provisions of the service rules applicable to the Respondent and where no such rules exist, in such manner as maybe prescribed under the Rules.



**13.2.** In case of breach of the terms of conciliation settlement then an inquiry shall also be held to look into such breach.

**13.3.** ICC shall give equal opportunity of being heard to both the parties.

**13.4.** The inquiry shall be completed as soon as possible and no later than 90 (ninety) days from the date of complaint.

**14. INQUIRY PROCEDURE:**

**14.1.** The Complainant shall submit/send by e-mail copy of the complaint, supporting documents and list of witnesses to the ICC.

**14.2.** One copy of the complaint to be sent to Respondent, after receipt of the complaint, within 7 (seven) working days by the ICC.

**14.3.** The Respondent shall file his/her reply within 10 (ten) working days from the date of receipt of the complaint with his/her list of documents and the list of witnesses.

**14.4.** ICC shall follow the principles of natural justice during the course of the proceedings.

**14.5.** ICC may at its discretion conduct the inquiry *ex parte* if the Complainant or the Respondent fails without sufficient cause to present themselves for 3 (three) consecutive hearings convened by ICC. However, such *ex parte* order may not be passed without giving a notice in writing at least 15 (fifteen) days in advance to the party remaining absent from the proceedings.

**14.6.** No legal practitioner is allowed to be brought by the parties to represent them in their case at any stage of the proceedings before the ICC.

**14.7.** Minimum of 3 (three) members including Presiding Officer and the external member shall be present while conducting the inquiry.

**14.8.** For the purpose of initiating proceedings, the ICC shall have the same powers as are vested in a civil court under 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 as may be prescribed.



**14.9.** While the inquiry/ conciliation proceedings shall ordinarily be conducted face-to-face with the parties and witnesses physically appearing for meetings at the office premises or any other location specified by the ICC, in certain circumstances, the ICC may allow the parties or witnesses to appear before it through videoconference or telephonic means. In such situations, the following guidelines shall also be observed:

- (i) Videoconference or telephonic proceedings shall be conducted only with the consent of the parties and witnesses involved.
- (ii) The parties or witnesses who are required to depose before the ICC shall be given adequate notice of 24 hours to ensure that they have enough time to set up the infrastructure required for taking a video-conference call.
- (iii) The ICC members/ parties/ witnesses to any inquiry or conciliation will be bound by the same standards of confidentiality as in the case of face-to-face proceedings. Audio or video recording of proceedings shall not be permitted. The ICC member/ party/ witness appearing through virtual means must ensure that they are alone in the room when taking the call and that no part of information relating to the proceedings is made known to any unauthorised individual.
- (iv) Parties/ witnesses will be sent a copy of the minutes of meetings or other relevant documentation (such as inquiry/ findings reports, evidence etc.) via email.
- (v) Any and all communication (including but not limited to consent, confirmations, questions, comments, responses, statements) shall be made through email and/ or digital signatures.
- (vi) In the event that videoconference or telephonic proceedings are not feasible, the ICC may postpone the same until physical meetings can be conducted.

**14.10.** ICC shall forward a copy of findings to both the parties to make representation against findings of the ICC, before submitting recommendations to the Employer.

## **15. INQUIRY REPORT:**

**15.1.** The ICC shall provide an inquiry report containing its recommendations to the Employer and both the parties within a period of 10 (ten) days from the date of completion of inquiry.

**15.2.** The Employer shall act upon the recommendations as soon as possible and no later than 60 (sixty) days of the receipt of the inquiry report.

**15.3.** If the ICC arrives at the conclusion that the allegation against the Respondent has not been proved, it shall recommend to the Employer that no action is required to be taken.



**15.4.** If the ICC arrives at the conclusion that the allegation against the Respondent has been proved, it shall recommend to the Employer to, as the case may be:

- (i) take action for Sexual Harassment as a misconduct in accordance with the provisions of this Policy; and/ or
- (ii) 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 Complainant or to her legal heirs, as it may determine, in accordance with the provisions of Section 15 of the Act. In the event the Employer is unable to deduct the same or in the event of non-payment of the above-mentioned sum by the Respondent, the same shall be recovered in a manner as prescribed under Section 13 of the Act.

## **16. PENALTIES:**

### **16.1. Consequences of violation of the Policy:**

Any person found guilty of violating this Policy as substantiated by data and facts, will be subject to any of the below mentioned disciplinary action, leading up to and including termination of services, based on severity of case.

- Written apology
- Warning
- Suspension
- Blacklisting
- Suspension or Termination of accreditation
- Reprimand or censure
- With-holding of promotion
- With-holding of pay rise or increments
- Terminating of service/Termination of consultancy agreement
- Undergoing a counselling session
- Carrying out community service
- Monetary Compensation

**16.2.** Irrespective of and without prejudice to complaints initiated before the ICC, the Complainant may, at his/her sole discretion, also choose to lodge a complaint for the same offence with the police. The ICC shall provide reasonable assistance to the police in its investigation. ICC may take note of the findings by the police and/or any other competent authority, in arriving in its recommendations and conclusion. The Respondent shall be subject to any findings or order of any competent authority, including but not limited to, a court of law.



**16.3. Punishment for false or malicious complaint and false evidence:**

If the complaint is found to be false and malicious, the Complainant shall be liable for appropriate disciplinary action. However, this shall not include complaints in respect of which the investigation has remained inconclusive due to circumstances which have rendered the offence difficult to prove and/or such complaints which have been made in good faith. The malicious intent on the part of the Complainant shall be established after an inquiry in accordance with the procedure prescribed before any action is recommended.

**16.4. Penalty for publication or making known contents of complaint and inquiry proceedings:**

Where any person entrusted with the duty to handle or deal with the complaint, inquiry or any recommendations or action to be taken under the provisions of the Act violates confidentiality, they shall be liable for penalty as maybe prescribed in the Rules.

Where any Employee who is part of the proceedings of the complaint as a witness, Complainant and/or Respondent violates the confidentiality provisions of this Policy, they shall be subject to appropriate disciplinary action.

**17. APPEAL:**

The Complainant and the Respondent shall have the right to appeal to the tribunal/court of appropriate jurisdiction within 90 days of the decision of the ICC if they are not satisfied with the decision of the ICC.

**18. LOCAL COMMITTEE:**

**18.1.** If the Employer is unable to recover the amount of compensation from the Respondent, Employer shall forward the Inquiry Report to the District Officer of the Local Committee.

**18.2.** If the Complaint is against the Employer himself, Complaints can be filed before the District Officer of the Local Committee.

**19. FILING OF POLICE COMPLAINTS:**

**19.1.** If the Complainant so desires, it is the duty of the Employer to assist the Complainant in filing the Complaint with the police.



**19.2.** Employer is duty-bound to report the matter to the police in case of grave offences such as rape or molestation.

**20. SAVINGS:**

**20.1.** The proceedings under this Policy shall be conducted in parallel with the other remedies of law, if such a case arises.

**20.2.** The provisions of this Policy shall not restrict the power of Employer or Complainant to proceed against the Respondent for any other misconduct or to pursue the criminal or civil remedies.

**21. EXAMPLES OF INSTANCES CONSTRUED AS SEXUAL HARASSMENT:**

**21.1.** Sexual Harassment is classified as below, which includes but is not limited to the following:

- (i) surreptitiously looking or prolonged staring at a person, giving rise to gross discomfort to the person;
- (ii) telling sexually coloured jokes or sending these through text, electronic mail or other similar means, causing embarrassment or offense, and the same being carried out after the offender has been advised that they are offensive or embarrassing or, even without such advice, when they are by their nature clearly embarrassing, offensive or vulgar;
- (iii) malicious leering or ogling;
- (iv) the display of sexually offensive pictures, materials or graffiti;
- (v) unwelcome inquiries or comments about a person's sex life;
- (vi) unwelcome sexual flirtation, advances, propositions;
- (vii) making sexual hand or body gestures;
- (viii) persistent unwanted attention with sexual overtones;
- (ix) unwelcome phone calls, text messages, online messages/ communication, video calls, or any such verbal or virtual communication with sexual overtones causing discomfort, embarrassment, offense or insult to the receiver;
- (x) unsavoury remarks about a person's physical characteristics, dressing, attitude, etc.;
- (xi) sexual assault;
- (xii) malicious and/or unwanted touching or brushing against a victim's body;
- (xiii) requesting for sexual favours in exchange for employment, promotion, local or foreign travels, favourable working conditions or assignments or the grant of benefits or payment of a stipend or allowance;
- (xiv) derogatory or degrading remarks or innuendoes directed toward the members of one sex, or one's sexual orientation or used to describe a person;
- (xv) verbal abuse with sexual overtones; and



(xvi) other analogous cases.

**22. NAMES AND CONTACT DETAILS OF THE MEMBERS OF THE ICC:**

The names and contact details of the Members of the ICC shall be as communicated by Rugby India to the Employees from time to time.

**23. ANNUAL REPORT OF THE ICC:**

**23.1.** The ICC shall in each calendar year prepare an annual report in the prescribed form and submit the same to the Employer and District Officer. The report shall encompass the following:

- (i) number of complaints received that year;
- (ii) number of complaints disposed of during that year;
- (iii) number of workshops or awareness programmes conducted;
- (iv) number of cases pending for more than 90 (ninety) days;
- (v) nature of action taken by the Employer.

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TIMELINES UNDER THE ACT:

#	ACTION POINT	AUTHORITY/CONCERNED PERSON	TIME LIMIT
1	Complaint	Complaint to be lodged by aggrieved person before the ICC	1)within the period of 3 months from the date of the incident, or 2)in case of series of incidents, within the period of 3 months from the date of last incident.
2	Initiation of Inquiry Proceedings	By the ICC, by sending the copy of complaint to the Respondent	Within the period of 7 working days of receipt of the complaint
3	Reply by the Respondent along with list of documents, names and addresses of witnesses	To the ICC	Within 10 working days from the day of receipt of the copy of complaint forwarded by ICC.
4	Completion of Inquiry proceedings	By ICC	Within 3 months from the date of receipt of complaint
5	Submission of Inquiry Report and Findings along with Recommendations by ICC	To the Employer	Within 10 days of completion of Inquiry Proceedings by ICC
6	Implementation of Recommendations made in the Inquiry Report of ICC	By the Employer	Within 60 days of the receipt of the Recommendations made in the Inquiry Report by ICC
7	Appeal	By the aggrieved person	Within a period of 90 days of Recommendations by ICC





## Annexure A

### List of Relevant Authorities

Association Name	Vendors	Sponsors
<ul style="list-style-type: none"> <li>• Jammu &amp; Kashmir Rugby Association</li> <li>• Haryana State Rugby Football Association</li> <li>• Rugby Association – Punjab</li> <li>• Rugby Association of Delhi</li> <li>• Chandigarh Rugby Football Association</li> <li>• Rajasthan Rugby Association</li> <li>• Rugby Football Association of Gujarat</li> <li>• Rugby Association of Maharashtra (RAM)</li> <li>• Goa Rugby Union</li> <li>• Odisha Rugby Football Association</li> <li>• Rugby Football Association of Bihar</li> <li>• Chhattisgarh Rugby Football Association</li> <li>• Rugby Football Association – Madhya Pradesh</li> <li>• Jharkhand Rugby football Association</li> <li>• Bengal Rugby-Football Union</li> <li>• Rugby Association of Assam</li> <li>• Tamil Nadu Rugby Football Union</li> <li>• Karnataka Rugby Football Union (KRFU)</li> </ul>	<ul style="list-style-type: none"> <li>• Fezisons</li> <li>• Fisto Sports Pvt Ltd</li> <li>• Orchid Hotels Pune Pvt Ltd</li> <li>• Sasha</li> <li>• Satiate</li> <li>• Vinayak Stationery and Xerox</li> <li>• Advertising Flag</li> <li>• Altissadvane Tech Pvt. Ltd</li> <li>• Ashok Travels and Tours (ITDC)</li> <li>• Expressway Printer</li> <li>• Decathlon Sports India Pvt Ltd</li> <li>• Fare Finder</li> <li>• Fourways Travels Pvt Ltd</li> <li>• Geeta Residency</li> <li>• T &amp; N Catering Services</li> <li>• KIIT Hospitality</li> <li>• Uncut Public Relations</li> <li>• Vidya Caterers</li> <li>• WYSIWYG Clothing Company Pvt Ltd</li> <li>• Xerox Copy Centre</li> <li>• 1Play Sports India Digital Pvt Ltd</li> <li>• Adevy Sports Pvt Ltd</li> <li>• Bombax Couriers LLP</li> <li>• Kathiwada Brands Pvt Ltd</li> <li>• Wefe Telecom &amp; CCTV Services P. Ltd</li> <li>• Nandan Kamath Ltd</li> <li>• Neal Creation Enterprises</li> <li>• SCRUM</li> <li>• Pikatech Technologies LLP</li> <li>• Shree Maa Traders</li> <li>• Shyam Iyer</li> <li>• Smarathi Enterprises</li> <li>• Sportocraft Enterprises</li> <li>• Home Pack</li> <li>• The GS Worldwide Entertainment</li> <li>• Rakesh Kumar Vaishay</li> <li>• Cyberia</li> <li>• Frost Air Services</li> </ul>	<ul style="list-style-type: none"> <li>• Odisha Government</li> <li>• KIIT &amp; KISS</li> <li>• Societe Generale</li> <li>• Capgemini</li> <li>• Fast &amp; Up</li> <li>• Wintex</li> <li>• Abhinav Bindra Targeting Performance (ABTP)</li> </ul>



<ul style="list-style-type: none"><li>• State Rugby Association (SRA) – Kerala</li><li>• Andhra Pradesh Rugby Association (APRA)</li><li>• Telangana Rugby Association (TRA)</li><li>• Puducherry Amateur Rugby Football Association</li><li>• Rugby Football Association Andaman Nicobar</li><li>• Amateur Rugby Association of Manipur</li><li>• Rugby Football Association Uttar Pradesh</li><li>• Uttarakhand Rugby Association</li><li>• Services Sports Control Board (SSCB)</li></ul>	<ul style="list-style-type: none"><li>• Finteglaw Knowledge Solutions Pvt Ltd</li><li>• India Pan Tours Service</li></ul>	
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## Annexure B

*This is only a format to guide you in filing a complaint of sexual harassment. If you wish to submit it in any other format, please ensure to provide all details.*

### COMPLAINT OF SEXUAL HARASSMENT

Date: \_\_\_\_\_

To:

Presiding Officer  
Internal Complaints Committee

Dear Madam,

Sub: Complaint of sexual harassment at the workplace

Name of the Complainant (person filing the complaint):

Designation/Role:

Email:

Phone No.:

Name of the Respondent (person against whom the complaint is filed):

Designation:

Department (if applicable):

Role:

Email:

Phone No.:

1. I, ..... (full name), lodge this complaint of sexual harassment against ..... (name of respondent) ..... for having sexually harassed me.
2. My association/ professional relation with the respondent:  
\_\_\_\_\_
3. Date/duration of association with the respondent: \_\_\_\_\_
4. Details about the incident for incidents of sexual harassment: *(If you have faced more than one incident, start from the first incident. Describe the incident and mention the date, time, place, people present, if any and other circumstances for every incident; and how you responded, and what impact did it have on you. If you wish you may use the format below to describe the incident/s. You may use a separate sheet if you want more space to write or if you do not want to put it in a tabular format)*



Date and time	Place of incident	Description of the incident	My response	How it has affected me

5. I have the following as evidence to substantiate my allegations (*In case you have any evidence, state it below; if you do not have evidence, leave it blank*)
  - a) List of documentary evidence (if any)
  - b) Names of witnesses (if any)
  - c) Audio/video clips (if any)
  - d) Any other (specify)
6. I have enclosed the following as evidence along with this complaint (if any):
7. I request the ICC to treat this as a complaint under section 9 of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013.
8. Any other matter that you would request the Internal Complaints Committee (ICC):

Signature/Confirmation of complainant