

USHA MARTIN LIMITED
PREVENTION, PROHIBITION AND REDRESSAL OF SEXUAL HARASSMENT AT
WORKPLACE POLICY

Usha Martin Limited (“Company”) is committed to providing a safe and secure working environment for all employees. The board of directors (“Board”) has adopted this Policy for Prevention, Prohibition and Redressal of Sexual Harassment at Workplace (“Policy”) which sets out the guidelines and rules to prevent, deter and redress sexual harassment.

For the purpose of this Policy, the term “workplace” shall include any place visited by the employee arising out of or during the course of employment including transportation provided by the Company for undertaking any journey.

The [Human Resources] team of the Company will monitor the effectiveness and review the implementation of the Policy and will submit quarterly reports to the Board on the effectiveness and implementation of the Policy.

The [Human Resources] team of the Company shall make available a copy of this Policy in all vernacular languages and make sure that the same is communicated at the time of their joining and circulate the same regularly.

1. Applicability

- 1.1. This Policy applies to all employees, [directors and consultants] of the Company.
- 1.2. The Policy shall come into effect from 7th November, 2014.

2. Sexual Harassment - Meaning and Examples

- 2.1. Sexual harassment is harassment on the basis of a person’s sex, sexual orientation or gender. Allegations of sexual harassment will be promptly investigated and appropriate action will be taken.
- 2.2. Sexual harassment may take many forms, including, but not limited to, the following:
 - 2.2.1. verbal conduct such as epithets, derogatory jokes or comments, bullying or intimidating speech, slurs or unwanted sexual advances, demand or request for sexual favours, invitations or comments, questions about a person’s sexual practices, or gossiping about sexual relations, sexually coloured remarks, remarks about an individual’s body, colour, physical characteristics, or appearance, or any other unwelcome verbal or non-verbal conduct of sexual nature; or
 - 2.2.2. visual conduct such as derogatory and/or sexually-oriented posters, pornography, offensive or obscene photography, cartoons, drawings or

gestures, display of sexually suggestive or lewd objects, unwelcome notes or letters, and any other written or graphic material that denigrates or shows hostility or aversion toward an individual because of a protected characteristic, that is posted or sent via any form of electronic communication or placed on walls, bulletin boards, or elsewhere on the Company's premises or otherwise circulated in the workplace; or

2.2.3. physical conduct such as physical interference with normal work, assault, unwanted touching, blocking normal movement or unwelcome physical contact, leering at a person's body, or threatening, intimidating or hostile acts; or

2.2.4. retaliation against another person for having reported or threatened to report harassment, or for opposing the harassment, or for participating in an investigation, including as a witness; or

2.2.5. pressure for sexual activity, including offering employment benefits in exchange for sexual favors or denying employment benefits in response to a refusal to provide sexual favours; or

2.2.6. any other conduct that shows hostility toward, disrespect for or degradation of an individual based on the individual's status.

2.3. A conduct may also be considered harassment if the following circumstances, inter alia, occur in relation to or connected with any act or behavior of sexual harassment:

2.3.1. implied or explicit promise of preferential treatment in employment; or

2.3.2. implicit or explicit threat of detrimental treatment in employment; or

2.3.3. implied or explicit threat about present or future employment status; or

2.3.4. interference with work or creating an intimidating or offensive or hostile work environment; or

2.3.5. humiliating treatment likely to affect any employee's health or safety.

3. Prohibition of Sexual Harassment at the Workplace

3.1. No employee shall be subjected to sexual harassment at the Company's workplace. Sexual harassment, whether overt or subtle, quid pro quo or environmentally hostile, is strictly prohibited by both the law and Company policy.

3.2. Harassing conduct is prohibited regardless of whether it is welcome or unwelcome, and regardless of whether the individuals involved are of the same or different sex, sexual orientation, or other status.

3.3. Individuals engaged in behavior that is found to be sexual harassment can be held personally liable for such conduct.

4. Internal Complaints Committee

4.1. The Company has formed an Internal Complaints Committee (“ICC”) to investigate any allegations of sexual harassment at the workplace.

4.2. The current composition of the ICC in the Company’s office at Kolkata is:

Presiding Officer:

Ms. Kakali Dasgupta

Other Members:

Dr. Mridula Kachhap [Medical officer of KGVK]

Mr. S S Birla

Ms. Aparajita Mukherjee

The current composition of the ICC in the Company’s Plant at Jamshedpur is:

Presiding Officer:

Ms. Kanchan Kumari

Other Members:

Dr. Mridula Kachhap [Medical officer of KGVK]

Mr. C S Gururaja Prasad

Ms. Sarmistha Sarkar

Ms. A Sujata

Ms. Abha Sinha

Ms. Pooja Kumari

The current composition of the ICC in the Company’s Plant at Ranchi is:

Presiding Officer:

Dr. Gitanjali

Other Members:

Dr. Mridula Kachhap [Medical officer of KGVK]

Mr. Pankaj Kumar Singh

Ms. Biroti Das

Ms. Mamta Singh

4.3. The Board reserves the right to add to, remove or replace the ICC members from time to time.

5. Reporting Obligation

- 5.1. It is the obligation of each employee to report an incident of sexual harassment at the workplace.
- 5.2. The report should be provided in writing to the ICC's Presiding Officer or any other member of the ICC.
- 5.3. All employees and directors of the Company are encouraged to raise concerns and make reports without fear of reprisal or victimisation.
- 5.4. Any employee or director who becomes aware of incidents of sexual harassment should promptly advise the ICC's Presiding Officer or any other member of the ICC.

6. ICC's Duties and Obligations

- 6.1. The ICC shall, inter alia,
 - 6.1.1. hear, receive and record complaints pertaining to sexual harassment;
 - 6.1.2. settle the matter through conciliation, at the request of the complainant, or inquire and investigate into the matter following the due process of law;
 - 6.1.3. record the settlement, if any, and document the inquiry proceedings and findings and prepare the inquiry report;
 - 6.1.4. submit the inquiry report to the Company within 10 days from the date of completion of the inquiry;
 - 6.1.5. identify and acknowledge situations where complaints have been made falsely or maliciously and communicate the same to the Company; and
 - 6.1.6. prepare and submit, in each calendar year, an annual report, in the manner prescribed under the Rules, and submit the same to the Company and the District Officer appointed under the statute, maintain confidentiality with respect to the identity of the complainant and the nature of the complaint.
- 6.2. The ICC shall ensure that it complies with the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Rules, 2013 ("Rules"). A copy of the same is annexed hereto.

7. Interim Reliefs

- 7.1. During the period of inquiry or investigation, the complainant, who believes that he

or she is victim of sexual harassment, may request the ICC for:

7.1.1. Transfer of such employee or the respondent to any other workplace,

7.1.2. Grant of leave up to a period of 3 months, or

7.1.3. Restraint the respondent from reporting on the work performance of the aggrieved woman on writing her confidential report, and assign the same to another officer.

7.2. The Company shall implement the recommendations of the ICC in this respect and send the report of the implementation to the ICC.

8. Conciliation

8.1. The employee, who believes that he or she is victim of sexual harassment, may request the ICC, before the ICC initiates an inquiry, to settle the matter between such employee and the respondent through conciliation. However, no monetary settlement shall be made as a basis of conciliation.

8.2. In the event a settlement has been reached, further inquiry shall not be conducted by the ICC. Employees are expected to report to the ICC in case any terms of the settlement have not been complied with by the defendant, in which case the ICC shall proceed with the inquiry.

9. Inquiry / Investigation of Claims of Sexual Harassment at the Workplace

9.1. All claims of harassment will be promptly and thoroughly investigated.

9.2. Any employee who believes that he or she is a victim of sexual harassment at the workplace should report or complain in writing to the ICC as soon as possible, not later than three months from the date of occurrence of the incident amounting to sexual harassment (in case of a series of incidents, within a period of 3 (three) months from the date of the last incident). The complainant is required to submit 6 (six) copies of the complaint along with supporting document and the names and addresses of the witnesses. The Company reserves the right to extend the period for making the complaint, if the Company is satisfied that the circumstances were such which prevented the employee from filing a complaint within 3 (three) months.

9.3. All reasonable assistance shall be provided by the Company to the employee for making the complaint in writing. The complaint can also be made by the legal heir or any other person authorized in case the employee is under any physical or mental incapacity. The complaint should be clear and should include details of the incident or incidents, names of the individuals involved and names of any witnesses.

9.4. On receipt of the complaint, the ICC shall send one of the copies received from the

complainant to the respondent within 7 (seven) working days. The respondent shall file his reply to the complaint along with his list of documents, and names and addresses of witnesses, within 10 (ten) working days from the date of receipt of the documents from the ICC.

- 9.5. The ICC shall make inquiry into the complaint in accordance with the principles of natural justice. During the course of the inquiry, the ICC shall give both parties an opportunity of being heard and a copy of the finding shall be made available to both parties, enabling them to make representations against the findings before the ICC. The ICC shall investigate the complaint, for which purpose it will meet as soon as is practicable upon receiving the complaint. The ICC will have the powers to call any person and record their statements and make such investigation as may be necessary to evaluate the complaint. For the purposes of the inquiry, the ICC shall have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 of India when trying a suit in respect of the following matters:
 - 9.5.1. summoning and enforcing the attendance of any person and examining him on oath, and
 - 9.5.2. requiring the discovery and production of documents.
- 9.6. In the event there is a complaint by the respondent against the complainant, the ICC may investigate these allegations as well.
- 9.7. The inquiry shall be completed by the ICC within a period of 90 days. The ICC shall have the right to terminate the inquiry proceedings or to give an ex-parte decision on the complaint, if the complainant or respondent fails, without sufficient cause, to present herself or himself for 3 (three) consecutive hearings conveyed by the Presiding Officer. Provided however that such termination or ex-parte order may not be passed without giving a notice in writing, 15 (fifteen) days in advance, to the party concerned.
- 9.8. 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 ICC.
- 9.9. In conducting the inquiry, a minimum of 3 (three) members of the ICC including the Presiding Officer shall be present.

10. Inquiry Report and Disciplinary Action Post Inquiry / Investigation

- 10.1. In the event the ICC reasonably concludes based on the information presented that the complaint was not valid, or there is a specific complaint by the respondent against the complainant, it may investigate the allegations and charges through the mechanism of a departmental enquiry. In the event it is determined, upon investigation that the complaint is false or malicious, the employee making the false complaint may be subject to disciplinary action, up to and including termination of employment. It is hereby clarified that mere inability to substantiate a complaint or

provide adequate proof shall not attract action against the complainant.

- 10.2. Upon completion of the inquiry, the ICC shall provide its report to the Company within 10 (ten) days and such report shall be made available to the concerned parties. If the ICC determines that the complaint is true, it shall advise the management in writing on initiating disciplinary action. For all complaints referred to the ICC, the report of the ICC will be final and conclusive. The report of the ICC shall be deemed to be the enquiry report for purposes of any disciplinary rules applicable to the employee against whom a complaint of sexual harassment was made.
- 10.3. Where the ICC arrives at a conclusion that the allegation against the respondent has been proved, it shall submit its report to the Company, within 10 (ten) days of completion of the enquiry and recommend to the Company to, as the case may be,
 - 10.3.1. To take action for sexual harassment as a misconduct in accordance with the provisions of the service rules or Company's policies applicable;
 - 10.3.2. To deduct from the salary/ wages payable to the perpetrator, such sum as it may deem appropriate to be paid to the aggrieved employee or to his/her legal heirs. The Company shall act upon the ICC's recommendations within 60 (sixty) days of receipt of the report.
- 10.4. In order to determine the amount to be paid to the aggrieved employee, the ICC shall take the following into consideration:
 - 10.4.1. the mental trauma, pain, suffering and emotional distress caused to the aggrieved employee;
 - 10.4.2. the loss in the career opportunity due to the incident of sexual harassment;
 - 10.4.3. medical expenses incurred by the victim for physical/ psychiatric treatment;
 - 10.4.4. the income and status of the respondent; and
 - 10.4.5. feasibility of such payment in lump sum or in instalments.
- 10.5. If requested by the aggrieved employee, the Company shall assist him/her in making a criminal complaint.

11. Punishment

- 11.1. In case the ICC arrives at the conclusion that the allegation against the respondent has been proved, it shall recommend to the Company to take any of the following action:
 - 11.1.1. Written apology; and/or
 - 11.1.2. Warning; and/or
 - 11.1.3. Reprimand or censure; and/or

- 11.1.4. Withholding of promotion; and/or
- 11.1.5. Withholding of pay rise or increments; and/or
- 11.1.6. Terminating the respondent from service; and/or
- 11.1.7. Undergoing a counselling session; and/or
- 11.1.8. Carrying out community service.

11.2. Where the ICC arrives at the conclusion that the allegation against the respondent is malicious or the complainant has made the complaint knowing it to be false or the complainant or any other person has produced any forged or misleading document, it may recommend to the Company to take any of the above actions.

12. Right to Appeal

12.1. Any person aggrieved from the recommendations of the ICC has a right to appeal to the court or tribunal, within 90 (ninety) days from the date on which the ICC issued its recommendations.

13. Confidentiality

13.1. Reports of alleged harassment and discrimination will be treated with confidentiality and respect. Those involved in investigating the matter may not disclose any information to any person not directly involved in resolving the allegations. The Company will advise or consult only with those who have a need to know about the allegations, including witnesses who may have knowledge of the circumstances surrounding the allegations and who may be interviewed as a part of the investigation. The details of specific disciplinary action taken will remain confidential between the Company and the employee receiving the discipline. Any other employees involved with the specific allegations will be notified when the report is resolved and the investigation is concluded, but will not be entitled to receive confidential details resulting from the investigation.

13.2. Notwithstanding the provisions contained in the Right to Information Act, 2005 of India, the contents of the complaint made to the ICC by the complainant, the identity and addresses of the aggrieved employee, respondent and witnesses, any information relating to conciliation and inquiry proceedings, recommendations of the ICC, action taken by the Company, etc. shall not, be published, communicated or made known to the public, press and media in any manner. However, information may be disseminated regarding the justice secured to any victim of sexual harassment under law without disclosing the name, address, identity or any other particulars calculated to lead to the identification of the aggrieved employee and witnesses.

13.3. Any person entrusted with the duty to handle or deal with the complaint, inquiry or any recommendations or actions under law, contravenes his/her confidentiality

obligation, he/she shall be liable for penalty in accordance with the provisions of the service rules / Company policies, as applicable.

- 13.4. Any person that contravenes with such confidentiality obligation may be subjected by the Company to payment of a fine of up to Rs. 5,000.

14. Retaliation

- 14.1. The Company prohibits employees from taking negative action against any employee, former employee, job applicant, customer, member, supplier or person working on behalf of the Company for reporting conduct that may constitute sexual harassment as per this Policy; assisting another individual in reporting conduct that may violate this Policy or filing a complaint of sexual harassment with a government agency or court.

15. Consequences under Indian Penal Code

- 15.1. Under the Indian Penal Code, 1860

Any male who commits the following offences shall be punished with rigorous imprisonment for a term of up to three years, or with fine, or with both:

- 15.1.1. physical contact and advances involving unwelcome and explicit sexual overtures;
- 15.1.2. a demand or request for sexual favours; or
- 15.1.3. showing pornography against the will of a woman

Any male who is guilty of making sexually coloured remarks against a female employee shall be punished with imprisonment of either description for a term of up to 1 (one) year, or with fine, or with both.

16. Information

- 16.1. Employees with questions or needing further guidance should contact their HR Manager.

17. Amendment

- 17.1. The HR team will monitor the effectiveness and review the implementation of this Policy, regularly considering its suitability, adequacy and effectiveness. Any improvements or modifications identified will be made as soon as possible.
- 17.2. Any amendment or waiver of any provision of this Policy must be approved in writing by the Company's Board of Directors.

17.3. The HR team shall make available the Policy to all Persons upon each updation, modification or amendment.

Annexure 1

The definitions of employee and employer under the Harrassment of Women at Workplace (Prevention, Prohibition and Redressal) Act 2013 are provided below:

"employee" means a person employed at a workplace for any work on regular, temporary, ad hoc or daily wage basis, either directly or through an agent, including a contractor, with or, without the knowledge of the principal employer, whether for remuneration or not, or working on a voluntary basis or otherwise, whether the terms of employment are express or implied and includes a co-worker, a contract worker, probationer, trainee, apprentice or called by any other such name;

"employer" means--

- (i) in relation to any department, organisation, undertaking, establishment, enterprise, institution, office, branch or unit of the appropriate Government or a local authority, the head of that department, organisation, undertaking, establishment, enterprise, institution, office, branch or unit or such other officer as the appropriate Government or the local authority, as the case may be, may by an order specify in this behalf;
- (ii) in any workplace not covered under sub-clause (i), any person responsible for the management, supervision and control of the workplace Explanation. --For the purposes of this sub-clause "management" includes the person or board or committee responsible for formulation and administration of polices for such organisation;
- (iii) in relation to workplace covered under sub-clauses (i) and (ii), the person discharging contractual obligations with respect to his or her employees;
- (iv) in relation to a dwelling place or house, a person or a household who employs or benefits from the employment of domestic worker, irrespective of the number, time period or type of such worker employed, or the nature of the employment or activities performed by the domestic worker;