

POLICY FOR PREVENTION OF SEXUAL HARASSMENT AT WORKPLACE

1. OBJECTIVE

- 1.1. Acquia India Private Limited (“**Acquia**”) is an equal employment opportunity company that focuses on creating a healthy and safe working environment that enables Employees (defined below) to work without fear of prejudice, gender bias or Sexual Harassment (defined below). Acquia has a zero-tolerance policy for any form of harassment, including Sexual Harassment at the Workplace (defined below).
- 1.2. Acquia strives to provide a professional work environment free of Sexual Harassment, exploitation and intimidation. Acquia also believes that all Employees have the right to be treated with dignity and respect.
- 1.3. As required by applicable law in India, including without limitation, the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, as may be amended from time to time (“**Act**”) and the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Rules, 2013, (“**Rules**”), Acquia has framed this Policy for Prevention of Sexual Harassment (the “**Policy**”).
- 1.4. In case any aspect in this Policy is inconsistent with the Act and Rules, the provisions of the Act and Rules shall prevail.
- 1.5. All employees of Acquia should take the time to ensure that they understand what types of behaviour are unacceptable under this Policy and how Acquia will handle complaints of Sexual Harassment. Ignorance of the Policy will not be a valid defense in case of any non-compliance or violation thereof.
- 1.6. In case of any conflict between the provisions of the global policy and this Policy, the provisions of this Policy shall prevail with regard to Employees working in India.

2. APPLICATION

- 2.1. The Policy is applicable to all Employees of Acquia, present and future, male and female, including persons employed on regular, temporary, ad hoc or daily wage basis, either employed/engaged directly or through an agent, including a contractor, or working on a voluntary basis or otherwise, and includes a co-worker, a contract worker, probationer, intern or any employee called by any other such name (collectively referred to herein as the “**Employee(s)**”).
- 2.2. This Policy shall apply to all allegations of Sexual Harassment occurring or having occurred within Acquia’s Workplace, made by a Complainant (defined below), against another Employee and/ or any third party.
- 2.3. This Policy is not intended to impair or limit the right of any Employee seeking a remedy available under law. Inquiries under this Policy shall continue notwithstanding any proceedings initiated by a Complainant against an alleged perpetrator under any law in force.

3. DEFINITIONS

- 3.1. “**Aggrieved Woman**” means a woman of any age whether employed or not, who alleges to have been subjected to any act of Sexual Harassment by Respondent (defined below).
- 3.2. “**Sexual Harassment**” includes any or more of the following unwelcome acts/behavior (whether directly or by implication) namely:
 - (a) physical contact and advances;
 - (b) a demand or request for sexual favors;
 - (c) making sexually colored remarks;
 - (d) showing pornography;
 - (e) any unwelcome act/behavior of a sexual nature which is tied to employment decisions or benefits (including implied or explicit promise of preferential or detrimental treatment, threat about status of employment;
 - (f) interference with work or creating an intimidating or offensive or hostile work environment, humiliating treatment likely to affect health and safety); and/or
 - (g) any other unwelcome physical, verbal or non-verbal conduct of a sexual nature.
- 3.3. The table below contains some examples of Sexual Harassment. The list is only indicative and not exhaustive:

Non-Verbal	Verbal	Physical
Unwelcome/ offensive gestures	Language of a suggestive or explicit nature	Deliberate body contact
	Unwanted propositions	Indecent exposure
Invading personal space	Jokes of a sexual or explicit nature	Groping/ fondling
Pin- ups	Use of affectionate names	Any conduct of sexual nature that abuses, humiliates, degrades or violates dignity
Offensive publications	Unwelcome, uncomfortable questions or comments of a personal nature	
Offensive letters /memos/ emails/ text messages including any other form of electronic communication		
Unsolicited unwanted gifts		
Showing pornography/ explicit images, photos		

- 3.4. “**Workplace**” for the purposes of this Policy includes wherever Acquia carries its operations in India, including all offices and off-sites of Acquia, Acquia sponsored events and places visited by Acquia Employees where services are rendered or arising out of or during the course of employment or engagement, as the case may be, including transportation provided by Acquia for undertaking such journey.

4. THIRD PARTY SEXUAL HARASSMENT

- 4.1. Where Sexual Harassment of the Aggrieved Woman or Employee occurs as a result of an act or omission by a Respondent at Acquia's Workplace, then Acquia shall take all necessary and reasonable steps to assist the affected Aggrieved Woman or Employee to lodge a Complaint (defined below) with the appropriate forum against such third party and/or shall also take action against such third party as per this Policy and the Act and subject to the terms of contract, if any, with the employer of the third party.
- 4.2. Where Sexual Harassment occurs as a result of an act or omission by a Respondent, who is employed on the rolls of Acquia, against a third party including Acquia's vendor and/or its employees, customer or a visitor ("**External Party**") in the course of official duties, inside or outside the premises of Acquia, then Acquia shall take such action against such Respondent Employee as may be appropriate based on due investigation as per the process set out under this Policy and the Act and subject to the terms of contract, if any, with the employer of the External Party.

5. INTERNAL COMMITTEE

- 5.1. **Constitution of the Internal Committee:** Acquia has set up an Internal Committee ("**IC**") to redress Complaints of Sexual Harassment. The IC of Acquia at all times will comprise a minimum of four (4) members:
 - a. The presiding officer of the IC shall be a woman employed at a senior level at the Workplace ("**Presiding Officer**").
 - b. 2 (two) members of the IC will be selected from among the Employees, preferably who are committed to the cause of women or have experience in social work or have legal knowledge.
 - c. 1 (one) member of the IC will be selected from a Non-Governmental Organization or association committed to the cause of women or a person familiar with issues relating to Sexual Harassment ("**External Member**").
- 5.2. At least one half of the members of the IC will be women.
- 5.3. The Presiding Officer and every member of the IC will hold office for the period that they are appointed for, which will not exceed 3 (three) years from the date of their nomination as may be specified by Acquia, and can be extended for a further period, at the discretion of Acquia.
- 5.4. Acquia shall from time to time, review the membership of the IC and make appropriate changes (increase the number of IC members, if required, for any office/ location, upon notification to the employees) so long as the IC is fully compliant with the provisions of the Act.
- 5.5. Based on the nature/ gravity/ complexity of the Complaint, Acquia reserves the right to appoint additional member(s) on the panel of IC, to address such specific Complaints.
- 5.6. The IC will investigate the alleged Sexual Harassment while maintaining a strict level of confidentiality.
- 5.7. For the purpose of making an inquiry, the IC shall have the same powers as are vested in the civil court under the Code of Civil Procedure, 1908, which will include the power to summon and enforce the attendance of any person, require the discovery and production of documents, and regarding any other matter which may be required during the investigation into a Complaint under the Policy.
- 5.8. IC presently includes the members nominated by Acquia as mentioned in Annexure A. Any change in the constitution of IC shall be duly communicated.

5.9. While conducting any inquiry into a Complaint, a minimum of three (3) IC members including the Presiding Officer and the External Member shall be present.

6. REDRESSAL PROCEDURE

6.1. Sometimes, it may be useful to inform the offender in plain language that the offensive behavior is unwelcome and inappropriate. Complainant must raise any Complaint about an allegation of Sexual Harassment with IC in accordance with the redressal procedure set out below.

6.2. Initiation of Complaint

6.2.1 Any Aggrieved Woman or Employee who has experienced or has been subjected to any act of Sexual Harassment at Acquia's Workplace by another Employee or a third party shall be entitled to lodge a written complaint (the "**Complaint**") with any IC member through e-mail, registered and/or ordinary mail, courier, or by personal delivery, or by depositing it into the complaints box located in Acquia office premises. Where the Aggrieved Woman or Employee is unable to make a Complaint on account of her/his physical or mental incapacity or death or otherwise, her/his legal heir or such other persons as mentioned in Clauses 6.2.4 and 6.2.5 may make the Complaint. An Aggrieved Woman or Employee (or any person lodging a Complaint under Clause 6.2.4 or 6.2.5) is referred to as a "**Complainant**" and any person accused of having committed Sexual Harassment by such Complainant is referred to as the "**Respondent**".

6.2.2 The Complaint (which should be in six (6) copies) must be in writing and include all relevant supporting documents and name and addresses of witnesses (if any). If the Complaint cannot be made in writing, the Presiding Officer or any member of IC to whom the Complaint is made verbally shall render all reasonable assistance to the Complainant for making the Complaint in writing.

6.2.3 A Complaint must be made within a period of three (3) months from the date of incident and in case of a series of incidents, within a period of three (3) months from the date of last incident. The IC may, for reasons to be recorded in writing, extend the time limit not exceeding three (3) months, if it is satisfied that the circumstances were such which prevented the Complainant from filing a Complaint within the said period.

6.2.4 Where an Aggrieved Woman/ Employee is unable to make a Complaint on account of her/his physical incapacity, a Complaint may be filed by;

- (a) Her/his relative or friend; or
- (b) Her/his co-worker; or
- (c) In case of a Complainant being a woman, an officer of the National Commission for Women or State Women's Commission; or
- (d) Any person who has knowledge of the incident, with the written consent of the Complainant.

6.2.5 Where an Aggrieved Woman/ Employee is unable to make a Complaint on account of her/his mental incapacity, a Complaint may be filed by;

- (a) Her/his relative or friend; or
- (b) A special educator; or
- (c) A qualified psychiatrist or psychologist; or

- (d) The guardian or authority under whose care she/he is receiving treatment or care; or
- (e) Any person who has knowledge of the incident jointly with her/his relative or friend or a special educator or qualified psychiatrist or psychologist or guardian or authority under whose care he/she is receiving treatment or care.

6.2.6 Upon receipt of a Complaint, the IC shall, within seven (7) days from the receipt of the same, forward one copy of the Complaint to the Respondent who will be required to respond to the IC (with the documents and the names and addresses of witnesses) within ten (10) days from the receipt of such Complaint.

6.3. Conciliation

6.3.1 After submission of the Complaint and before initiation of the inquiry, the Complainant may request IC to settle the matter through conciliation and in such a case the IC would take all steps necessary to settle the matter by conciliation.

6.3.2 However, monetary settlement cannot be made a basis of the conciliation. In case a settlement has been arrived at through conciliation, IC will record the settlement and forward the same to Acquia for any necessary action.

6.4. Inquiry Procedure

6.4.1 The IC shall investigate the Complaint and provide its Report to Acquia as promptly as possible, but no later than 90 (ninety) days from the date of receipt of the Complaint. Further, if a Complainant informs IC that any term or condition of a settlement arrived at under Clause 6.3 above has not been complied with by the Respondent, the IC shall proceed to investigate the Complaint.

6.4.2 IC shall follow the principles of natural justice while investigating any Complaint.

6.4.3 IC 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/ himself for three (3) consecutive hearings convened by IC. However, IC shall give fifteen (15) days prior notice to the concerned party in writing before terminating the inquiry proceedings on ex-parte grounds.

6.4.4 The Complainant and Respondent shall not be allowed to bring any legal practitioner to represent them in their case at any stage of the proceedings before the IC.

6.5. Interim Relief

6.5.1 During the pendency of the inquiry, on a written request made by the Complainant, IC is empowered to recommend to Acquia to grant such interim reliefs to the Complainant, as may be prescribed or permitted by the Act.

6.5.2 As per the Act, interim reliefs include:

- (a) transfer the Complainant (if an Employee of Acquia) or the Respondent (if an Employee of Acquia) to any other place of work; or

- (b) grant leave to the Complainant (if an Employee of Acquia) for up to a period of three (3) months;
or
- (c) restrain the Respondent from reporting on the work performance of the Complainant or writing his/her confidential report, and assign the same to another officer.

6.5.3 In case interim relief is granted to the Complainant (if an Employee of Acquia) in the form of leave, then such leave shall be in addition to the leave she/he would be otherwise entitled to under applicable law and/or his/her employment contract.

6.6. Report

6.6.1 The IC shall, within ten (10) days of the completion of the inquiry, prepare and submit its written report (the “**Report**”), of its findings and recommendations to Acquia for implementation and a copy of the Report shall also be provided to both the Complainant and the Respondent.

6.6.2 The Report shall further set out the IC’s conclusions on:

6.6.1.1 whether Sexual Harassment, or any other violation of this Policy, has been committed or occurred; and/or

6.6.1.2 whether the Complaint is false or unproven, and the reasons/rationale for the IC’s arriving at such conclusion. The Report shall further set out IC’s recommendations on any disciplinary action(s) to be taken against the Respondent or Complainant (as the case may be).

6.6.3 The recommendations of the IC where the allegations against the Respondent has been proved could be (a) censure; (b) warning; (c) fine; (d) loss of pay; (e) loss of seniority; (f) termination of employment with or without notice or compensation in lieu of notice; (g) counseling or carrying out community service; (h) appropriate legal proceedings; and/or (i) written apology. In addition to these, the IC may recommend to deduct a sum from the salary of the Respondent of such amount as it may consider appropriate for payment to the Aggrieved Woman/ Employee or to his/ her legal heirs.

6.6.4 If the IC arrives at a conclusion that the allegation of Sexual Harassment against the Respondent has not been proved, then it may recommend to Acquia that no action be taken in the matter.

6.7. Implementation

The action recommended by IC will be implemented by Acquia within sixty (60) days from the date of receipt of such recommendations.

7. FALSE ALLEGATION/ EVIDENCE

7.1. If the inquiry results in a finding that:

7.1.1 the Complainant knowingly and/or maliciously made false accusations of Sexual Harassment or produced false or misleading documents against the Respondent; and/or

7.1.2 any of the witnesses had knowingly made false statements or gave false evidence;

then the IC may recommend Acquia to take any action including a written apology, warning, reprimand or censure, withholding of promotion, withholding of pay rise or increments, terminating the Complainant from service or undergoing a counseling session or carrying out community service, against such Complainant or witness (if such Complainant and/ or witness is an Employee of Acquia). However, a mere inability to substantiate a Complaint or provide adequate proof will not attract action against such Complainant and/ or witness.

8. CONFIDENTIALITY

8.1. The contents of the Complaint, the identity and addresses of the Complainant, Respondent and witnesses, any information relating to conciliation and inquiry proceedings, recommendations of the IC and the action taken by Acquia under this Policy and/or applicable laws are strictly confidential and must not be published, communicated or made known to the public, press and media in any manner.

8.2. Information may be disseminated regarding the outcome of any substantiated Complaint without disclosing the name, address, identity or any other particulars calculated to lead to the identification of the Complainant and witnesses on a need to know basis and subject to applicable law.

8.3. 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 this Policy and/or applicable law contravenes the provisions of this Clause, he/she shall be liable for disciplinary action in accordance with Acquia's disciplinary policy or Acquia may recover a sum of INR 5000 as penalty from such person.

9. PROTECTION AGAINST VICTIMIZATION AND RETALIATION

Acquia shall ensure that a Complainant who complains to the IC or any Employee who participates in the investigation of the inquiry as a witness or otherwise shall not be subject to any unfavorable treatment whatsoever during the course of her/his employment and shall maintain confidentiality at all times.

10. CRIMINAL PROCEEDINGS

In the event that the Complainant opts to file a Complaint under the Indian Penal Code, 1860 ("IPC") or any other law for the time being in force, in relation to an alleged offence of Sexual Harassment, Acquia will (a) assist the Complainant in filing such Complaint, and (b) initiate action against the Respondent (under the IPC or any other law for the time being in force), if the Complainant so desires.

11. APPEAL

The Complainant/Respondent aggrieved from the recommendations of the IC made under this Policy or non-implementation of such recommendations by Acquia may prefer an appeal as per applicable law. This appeal must be made within a period of ninety (90) days from the date the Report is filed with Acquia.

12. MISCELLANEOUS

- 12.1. Acquia shall in consultation with the IC periodically review the provisions of this Policy and its implementation (taking into account practical problems, if any, faced by the IC and/or Acquia in the implementation of this Policy). Acquia reserves the right to amend the provisions of this Policy, from time to time, as it deems fit, subject to applicable laws.
- 12.2. This Policy supersedes all previous policies/guidelines on this subject and shall remain applicable till any further changes are notified.
- 12.3. Subject to any local laws (if any), Acquia may electronically record the proceeding of the meeting(s) / enquiry proceeding(s) either in audio format and/ or video format. It is however clarified that Complainant/ Respondent or witnesses, if any are neither allowed to make electronic recordings of any meetings conducted under this Policy nor demand a copy thereof from the IC and/ or Acquia. Recording any meetings electronically by any Complainant/ Respondent or witnesses, if any (if such parties are Employees of Acquia) will be considered as a serious misconduct under the internal rules/ policies of Acquia and/ or this Policy and will attract disciplinary action against him under Acquia's internal policies and / or applicable laws.
- 12.4. All Employees have a duty to cooperate in Acquia's investigation of alleged Sexual Harassment. Failure to cooperate or deliberately providing false information during an investigation will be grounds for disciplinary action, up to and including termination.
- 12.5. If you have any questions regarding this Policy, please contact India.HR@acquia.com

ANNEXURE A

The POSH Internal Committee presently includes the members nominated by Acquia as mentioned below. Any change in the constitution of IC shall be duly communicated.

Role	Name	Designation	E mail Address
Acting Presiding Officer	Kimberly Gordon	Associate General Counsel, Legal	kimberly.gordon@acquia.com
Member	Muktesh Kandpal	Country Head, India, Acquia	muktesh.kandpal@acquia.com
Member	Ranganath Khanolkar	Associate General Counsel, Legal	ranganath.khanolkar@acquia.com
Member	Megha Sopal	Senior product Owner	megha.sopal@acquia.com
External Member	Akarshitha Yaji	External Member	akarshitha@sashaindia.com

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