



## UP ANTI-SEXUAL HARASSMENT CODE

Pursuant to its powers vested by law, the Board of Regents of the University of the Philippines System hereby promulgates this Anti-Sexual Harassment Code within the jurisdiction of the University of the Philippines.

**Section 1. Declaration of Policy.** – The University values and upholds the dignity of every individual, and guarantees the full respect for human rights of all members of the UP community.

All forms of sexual harassment are unacceptable.

To this end, the University shall maintain an enabling, gender-fair, safe and healthy learning and working environment for the members of the UP community.

**Section 2. Policy Standards and Guidelines on Sexual Harassment.** – In furtherance of the Declaration of Policy in Section 1 hereof, the following standards and guidelines shall be observed by the University:

- (a) This Code shall apply to all teaching and non-teaching personnel, and students of the University.
- (b) Sexual harassment is a reprehensible conduct which subverts the mission of the University and undermines the dignity of the members of the UP community. The University shall undertake measures to prevent and eliminate sexual harassment.
- (c) All reported incidents or cases of sexual harassment, including incidents between member/s of the UP community and partner entities, shall be appropriately acted upon by the University.
- (d) The University shall provide appropriate services to parties to sexual harassment cases.
- (e) Retaliation, in any form, against persons directly or indirectly involved in any incident report or case involving sexual harassment, shall be a ground for disciplinary action.

**Section 3. Coverage.** – This Code applies to all members of the UP community.

The “UP community” refers to persons, natural or juridical, inclusive of teaching and non-teaching personnel, and students as defined herein.

- (a) “Teaching personnel” – any member of the teaching staff of the University, regardless of academic rank or status of appointment, including any person with teaching responsibilities.
- (b) “Non-teaching personnel” – any person who works for the University, not included in the teaching staff regardless of status of appointment.



- (c) “Student” – any individual admitted to and registered in any program of the University on a regular or part-time basis, including one who is officially on leave of absence; and who has not yet been separated from the University formally through either transfer, graduation, honorable or dishonorable dismissal, expulsion or expiration of the period allowed for maximum residence, at the time of the commission of the act of sexual harassment, regardless of whether or not he/she is enrolled in any unit of the University at the time of the filing of the charge or during the pendency of the disciplinary proceedings, including any person undertaking on-the-job training.
- (d) “Other UP Workers” – refers to non-UP contractual and job order workers, who are under a contractual teaching and non-teaching arrangement, including, but not limited to coach, mentor, trainer, consultant.
- (e) “UP organizations” - refers to organizations or groups registered or recognized by the University or any of its offices/units.

**Section 4. Definitions.** – As used in this Code –

- (a) Academic activity – any activity that involves academics such as, but not limited to, classes, tutorials, seminars, workshops, conferences, lectures, examinations, fieldwork, externships/internships, on-the-job trainings, for the fulfillment of academic requirements and others.
- (b) Academic unit – all units such as but not limited to College, School, Institute, Center or Program.
- (c) Academic year – as determined by the University.
- (d) Admonition/Reprimand – a written or oral, formal reproof.
- (e) Alternative Dispute Resolution (ADR) – any process to amicably resolve a case by which the dispute is resolved by the parties themselves with the assistance of a neutral third party, which includes mediation and conciliation.
- (f) Apology – a signed written expression of contrition or remorse for wrong done, accepted by the University and the private complainant.
- (g) Community service – any rehabilitative activity, as provided by the University designed to provide for the public good in keeping with the overall goals of the community, and agreed upon by the University and the respondent/s; *Provided*, that it should not displace regular employees, supplant employment opportunities ordinarily available, or impair contracts for services.
- (h) Constituent University (CU) – The University is composed of its existing Constituent Universities, as follows: University of the Philippines Diliman; University of the Philippines Manila; University of the Philippines Los Baños; University of the Philippines Visayas; University of the Philippines Mindanao; University of the



Philippines Baguio; University of the Philippines Open University; and those that may be created in the future.

- (i) Expulsion – permanent disqualification from attendance in the University.
- (j) Hearing – an opportunity for the parties to be heard. The hearing is not a trial-type hearing.
- (k) Juridical person – refers to partnerships, corporations, cooperatives, and labor unions.
- (l) Partner entity – refers to any private or public person, natural or juridical, with which the University has teaching, research, extension, and other service arrangements.
- (m) Private Complainant – the aggrieved person who files a complaint, or any person initially acting in his or her behalf. She/he shall be considered a complaining witness.
- (n) Respondent – one against whom a Formal Charge is issued.
- (o) Semester – academic period as determined by the University.
- (p) University premises – the lands, buildings or facilities occupied or managed by the University.
- (q) University System – all units and offices under the Office of the University President and Vice Presidents.
- (r) Year, month, day – “year” is understood to be twelve calendar months; “month” of thirty days, unless it refers to a specific calendar month in which case it shall be computed according to the number of days the specific month contains; “day,” a day of 24 hours; and “night,” from sunset to sunrise.

#### **Section 5. Sexual Harassment Defined. –**

Sexual harassment is unwanted, unwelcome, uninvited behavior of a sexual nature or inappropriate sexual advances or offensive remarks about a person’s sex, sexual orientation, or gender identity.

It is an act, which may be committed physically, verbally, or visually with or without the use of information communication technology.

Sexual harassment may be a demand or request for sexual favor by a person of authority, influence or moral ascendancy in exchange for appointments, grants, grades or favors, or set as terms and conditions for appointments, grants, grades or favors regardless of whether such act or series of acts are accepted by the offended party.

It may be committed inside UP premises; or outside UP premises in a work, education, research, extension, or related activity.



Sexual harassment under this Code may include, but is not limited to, cases involving abuse of authority or power, ascendancy, influence such as in a teacher-student, senior faculty-junior faculty, health worker-patient or healthcare provider-client relationship; cases involving peer relationships such as faculty-faculty, employee-employee, or student-student relations, or cases involving harassment of teaching or non-teaching personnel by students, or cases involving harassment of supervisors by subordinates.

This Code contemplates cases of harassment involving persons of the same or opposite sex, regardless of sexual orientation, gender identity and expression.

Where the act/s of sexual harassment are shown to be organization-related or organization-based, the liability for sexual harassment shall extend to the officers of the organization, who are registered students during the commission of the offense, and the organization itself.

**Section 6. Persons Liable.** – Any member of the UP community is liable for sexual harassment when he/she:

- (a) directly participates in the execution of any act of sexual harassment as defined by this Code;
- (b) induces or directs another or others to commit sexual harassment as defined by this Code;
- (c) cooperates in the commission of sexual harassment by another through an act without which the sexual harassment would not have been accomplished;
- (d) cooperates in the commission of sexual harassment by another through previous or simultaneous acts;
- (e) benefits from the commission of any act of sexual harassment;
- (f) conceals or hides the commission of any act of sexual harassment; and
- (g) restrains, or coerces the victim from filing the appropriate complaint.

**Section 7. Classification of Acts.** – Sexual harassment in relation to Section 5 is classified as light, less grave and grave offenses, as follows:

- (a) Light Offenses shall include, but are not limited to:
  - 1. surreptitious looking or stealing a look at a person's private parts or underclothing;
  - 2. malicious leering or ogling;
  - 3. sexual flirtation or persistent unwanted attention with sexual overtones;
  - 4. inquiries or comments about a person's sex life and gender orientation;
  - 5. communicating sexist/smuttery remarks causing discomfort, embarrassment, offense, or insult to the receiver;
  - 6. display of sexually-offensive pictures, materials, or graffiti; and
  - 7. other analogous cases.



(b) Less Grave Offenses shall include, but are not limited to:

1. verbal and/or non-verbal abuse with sexual overtones, including but not limited to, offensive hand or body gestures;
2. derogatory or degrading remarks or innuendoes directed toward the opposite or one's sex, sexual orientation or gender identity;
3. touching or brushing against a victim's body;
4. pinching that does not fall under grave offenses;
5. sexual advances or propositions; and
6. other analogous cases.

(c) Grave Offenses shall include, but are not limited to:

1. touching or groping of private parts of the body such as breast, genitalia, or buttocks;
2. forced kissing;
3. requesting for sexual favor in exchange for employment, promotion, local or foreign travels, favorable working conditions or assignments, a passing grade, the granting of honors or scholarship, or the grant of benefits or payment of a stipend or allowance;
4. attempted or consummated unwanted sexual intercourse or torture of the person in a sexual manner; and
5. other analogous cases.

**Section 8. Anti-Sexual Harassment Council.** – An ASH Council shall be constituted in each of the constituent universities (CUs). The ASH Council shall be composed of:

- (a) the Vice Chancellor for Academic Affairs, the Vice Chancellor for Administration, the Vice Chancellor for Student Affairs and other Vice-Chancellors, or equivalent officials;
- (b) one representative each from the teaching and non-teaching personnel, and students, who shall be appointed by the Chancellor in consultation with their respective sectors, for a term of one academic year each; *Provided*, that the exclusive bargaining representative of the teaching and non-teaching personnel shall be accorded representation;
- (c) the Director/Coordinator of the Women's Studies Center/Gender Office; and
- (d) the Coordinator of the OASH, who shall be a non-voting member.

The Council shall be headed by a Vice Chancellor who will serve as Chairperson on a rotating basis with the other Vice Chancellors.

The ASH Council shall be responsible for the following:

- (a) serve as the oversight committee of the Office of Anti-Sexual Harassment (OASH);
- (b) determine whether a *prima facie* case of sexual harassment exists before giving due course to the complaint;



(c) recommend the constitution of Hearing Committees to hear and resolve cases with members drawn from a pool of nominees; and,

(d) perform such other tasks that the Chancellor will assign or delegate.

**Section 9. Office of Anti-Sexual Harassment.** – Each constituent university shall have an Office of Anti-Sexual Harassment (OASH). The OASH shall be directly under the Office of the Chancellor. It shall be headed by a Coordinator.

(a) The Coordinator shall be appointed by the Chancellor to serve for a term of three (3) years, which may be renewed. He or she shall be the executive officer of the Office and shall be responsible for the efficient implementation of the decisions of the Office and of the Chancellor involving sexual harassment cases.

(b) The OASH shall:

1. design and implement a continuing program of activities and initiatives for the prevention of sexual harassment;
2. undertake information and educational activities to ensure that the University policy, rules, regulations, and procedures on anti-sexual harassment are disseminated and become part of academic culture;
3. formulate procedures of such nature as to elicit trust and confidence on the part of interested parties in resolving problems arising from cases or incidents of sexual harassment, including counseling and grievance management;
4. coordinate security and support measures to aggrieved parties or victims in sexual harassment cases;
5. serve as the secretariat of the ASH Council and Hearing Committees and act as custodian of records;
6. prepare and submit an annual report to the Chancellor of the University;
7. monitor the implementation of decisions/orders of the appropriate disciplining authority; and,
8. perform such other functions which this Code and the Chancellor may delegate.

Each constituent university shall henceforth set up its respective OASH, not later than one (1) year from effectivity of this Code. The existing organizational structure shall continue to discharge its respective functions pending the creation of an OASH and Gender Office/Center as separate and independent units in each constituent university.

**Section 10. Anti-Sexual Harassment Hearing Pool.** – The OASH shall constitute and maintain a pool of students, and teaching and non-teaching personnel with regular appointments from which shall be drawn the members of a Hearing Committee for every case where formal procedure is preferred or is deemed necessary.

The members of the pool shall undergo orientation on the nature of sexual harassment, and gender sensitivity.

**Section 11. Procedures.** – The University shall provide facilities for both informal and formal procedures for resolving cases or dealing with incidents of sexual harassment.



Informal procedure refers to University action other than the formal procedure outlined in Section 16. It may include alternative dispute resolution (ADR) mechanisms, corrective measures, and provision of support services, such as counseling, providing information, issuance of an administrative protection order, alternate or temporary shelter, study or work immersion, wellness programs and wholesome rehabilitative measures, and such other appropriate support.

Formal procedure refers to an administrative disciplinary proceeding initiated upon a sworn written complaint and, after investigation, involves the issuance of a Formal Charge, the conduct of summary hearing, the resolution of a case, and the imposition of the corrective measure, if any.

Incidents of sexual harassment dealt with in this manner will be documented to determine whether patterns of sexual harassment are present, and to come up with measures to prevent and eliminate sexual harassment.

**Section 12. Alternative Dispute Resolution (ADR).** – As used in this Code, ADR is limited to conciliation and mediation. It may be resorted to only in one complaint of sexual harassment; *Provided*, that these three requisites occur: it is the first complaint against the person being complained of; the complaint is a light offense; the case is peer-to-peer. Furthermore, it is understood that the complaint against the respondent is the first complaint filed in any of the constituent universities.

Complaints settled through ADR shall at all times be with the assistance of the OASH.

**Section 13. Support Services.** – The OASH may, at any time, in either formal or informal procedure, coordinate with, refer to, and/or provide appropriate support services to both aggrieved party or person/complainants and persons complained of/respondents.

Support services may include but are not limited to: temporary shelter, medical and legal services, counseling, transportation, communication, safety and security measures and laboratory procedures.

For this purpose, the OASH shall provide orientation/training to all those who are involved in providing support services to parties in the sexual harassment case.

**Section 14. Right to Representation.** – The University as complainant shall be represented by the Chancellor or President, as the case may be, or his/her designate.

The complaining witness and the respondent may be assisted by their respective counsels of choice, who are not connected with the University.

The role of counsel shall be limited to advice to his/her client.

**Section 15. Where to File.** – The report/complaint may be filed with the CU OASH where the incident was committed, or in the CU OASH selected by the aggrieved party, if parties involved are from different CUs.



**Section 16. Procedures on the Determination of Sexual Harassment. –**

- (a) **How Commenced.** – Any sexual harassment committed may be reported orally or in writing, in English or Filipino, to the OASH by an aggrieved party, or by any person for the aggrieved party. No particular form is required for the report, but it must be in writing, signed by the aggrieved party or person and notarized.

Deans/Directors/Heads of units who receive such report shall communicate the report to the OASH.

A report made orally, or thru a text message, or thru other non-written means, shall be reduced in writing by the OASH person-in-charge using a prescribed case in-take form and signed by the aggrieved party, or any person serving as the aggrieved party; *Provided*, that reports or statements in writing and other documents submitted shall be attached thereto.

A report filed by any member of the UP community against a non-member of the UP community with the University shall be dealt with similarly; *Provided*, that the report against the latter shall proceed in accordance with the terms of their engagement with the University.

A report filed against any member of the ASH Council and the OASH staff shall be referred to the Office of the Chancellor for investigation and appropriate action.

Reports/complaints involving UP System officials and employees shall be referred to the UP Diliman OASH for investigation and disposition.

A report filed against the Chancellor shall be referred to the Office of the President of the University for investigation and appropriate action.

A report filed against the President shall be referred to the Board of Regents of the University of the Philippines for investigation and appropriate action.

- (b) **Interview.** – A designated OASH case interviewer shall determine the particulars of the incident/s reported by asking specific questions to elicit details, record the answers and ensure that the record of the interview is attested to by the aggrieved party or person.
- (c) **Notices.** – Within five (5) days from receipt of the report, the OASH shall serve a notice of the report upon the person complained of and his/her parent or guardian, if the student is below 18, with copies of all pertinent documents.
- (d) **Response to Report.** – Within a period of five (5) days from receipt of the notice of the report, the person/s complained of shall submit to the OASH a written and notarized response, with a copy furnished the aggrieved party.
- (e) ***Prima Facie* Determination of Sexual Harassment.** – Upon receipt of the response to the report or the expiration of the period for the submission thereof, whichever comes first, all pertinent documents shall be forwarded to the ASH Council for evaluation and





determination whether or not a *prima facie* case for sexual harassment exists, and if there is basis for issuance of preventive suspension.

Sexual harassment is deemed to exist on the basis of the complaint when any of the following circumstances is alleged:

1. The sexual favor is demanded or requested as a condition in hiring, employment or reemployment or in granting favorable compensation or promotion or any other term, condition or privilege; or the refusal to grant the sexual favor results in limiting, segregating or classifying which would discriminate, diminish or deprive employment opportunities or otherwise adversely affect the person who is the object of sexual harassment;
2. It would impair the rights or privileges of the students, teaching and non-teaching personnel under the law, rules or regulations;
3. It would result in an intimidating, hostile or offensive employment or learning environment; it could force the offended party to give in to the unwanted, unwelcome, or uninvited behavior;
4. Committed against a student, trainee or one who is under the care, custody, supervision or advisorship of the offender, or one whose education, training, apprenticeship or tutorship is entrusted to the offender; or,
5. The sexual favor is deemed to be a condition to the giving of a passing grade, the granting of honors and scholarships, or the payment of a stipend, allowance or other benefits, privileges, or considerations.

At any time during this evaluation, the ASH Council may request the attendance of parties to answer questions, inform them of the opportunity to resolve the complaint through an informal procedure, and employ such other measures as it may deem relevant in the evaluation of the complaint. The ASH Council shall ensure the voluntariness and readiness of the parties opting for either the informal or formal procedure.

The ASH Council shall submit to the Chancellor or President, as the case may be, its report and recommendation/s, notwithstanding any withdrawal of the report made by the aggrieved party, within thirty (30) days from receipt of the response to report/complaint.

**Section 17. Issuance of Formal Charge.** – After finding a *prima facie* case, the Chancellor or President, as the case may be, shall issue a Formal Charge against any or all of the respondents within fifteen (15) days from receipt of the OASH report and recommendation/s.

The Formal Charge shall state the name, age, civil status, citizenship and relationship with the University of the person complained of; the acts or omissions constituting sexual harassment; the name, age, civil status, citizenship and relationship with the University of the offended person/s; the approximate date, time, place and circumstances constituting the elements of the report/complaint.

Formal Charge may include preventive suspension, including its scope, and protection order.



Filing of complaints may be done digitally subject to compliance of requirements provided in this Section.

**Section 18. Preventive Suspension.** – Upon the recommendation of the ASH Council, the Chancellor or President, as the case may be, may suspend any student, teaching or non-teaching personnel for a non-extendible period of not more than ninety (90) days from issuance of Formal Charge; *Provided*, that no suspension shall be beyond the maximum imposable penalty.

An order of preventive suspension may be issued to temporarily remove the respondent from the scene of the complained incident and to preclude the possibility of his/her exerting undue influence or pressure on the witnesses against him/her or destroying, tampering, hiding or suppressing evidence.

A respondent under preventive suspension shall be prohibited from any or all of the following:

- (a) attending classes and academic activities/rendering work;
- (b) entering UP academic/office/ service buildings and their premises;
- (c) using UP campus facilities, including but not limited to, athletic facilities, libraries, and computer laboratories; except dormitories for dormitory residents, health service, houses of worship, police station, resource generation areas, residences, and others as may be recommended by the ASH Council;
- (d) participating in UP activities within university premises;
- (e) holding student/office jobs; and,
- (f) enjoying IT privileges as defined by the current policies on IT uses and resources of the University, except online enrolment.

The preventive suspension may include other conditions set by the Chancellor or the Dean or President, as the case may be.

**Section 19. Protection Order.** – The Chancellor or President, as the case may be, may issue a Protection Order, on his/her own initiative, or upon application by the complainant, or upon the recommendation of the ASH Council, or Hearing Committee for the purpose of preventing retaliatory acts or continuing acts of sexual harassment against the complainant and granting other necessary relief. The reliefs granted under a Protection Order serve the purpose of safeguarding the complainant from further harm, minimizing any disruption to her/his daily life, and facilitating her/his opportunity and ability to independently regain control over her/his life. The provisions of the Protection Order shall be enforced by the Academic Unit or Office that has authority over the respondent.

A Protection Order may be temporary or permanent. A Temporary Protection Order (TPO) may be issued for not more than ninety (90) days unless the charge is for a grave offense, in which



case the TPO is issued for the duration of the proceedings. A Permanent Protection Order (PPO) may be issued as part of the corrective measures.

The Protection Order may include any, some or all of the following reliefs:

- (a) prohibition of the respondent from threatening to commit or committing, personally or through another, any of the above acts prohibited in this Code;
- (b) prohibition of the respondent from directly or indirectly harassing, annoying, discriminating or committing any other acts that tend to damage the reputation of the complainant;
- (c) removal and exclusion of the respondent from the place of work or study of the complainant, if they are officemates or classmates, either temporarily or permanently for the purpose of protecting the complainant;
- (d) directing the respondent to stay away from the complainant and to stay away from the residence, school, place of employment, or any specified place frequented by the complainant; and,
- (e) provision of such other forms of relief as may be deemed necessary to protect and provide for the safety of the complainant; *Provided*, that the complainant consents to such relief.

Violation of the TPO/PPO shall be subject to immediate disciplinary action as recommended by the Hearing Committee to the Chancellor.

**Section 20. ASH Hearing Committee.** – Upon the issuance of a Formal Charge, the Chancellor or President, as the case may be, shall constitute a Hearing Committee of three (3) members drawn from a Hearing Pool, which shall be composed of the following:

- (a) a Chairperson, who is a member of the teaching personnel;
- (b) one (1) member representing the sector of the complainant; and,
- (c) one (1) member representing the sector of the respondent.

The presence of the Chair and a member shall be sufficient to constitute a quorum. The concurrence of two (2) members shall be necessary for the submission of the Committee report and recommendation/s.

A member of a Hearing Committee shall serve until the final disposition, unless in the meantime, he or she has officially severed his/her relationship with the University, or for other compelling reasons as determined by the Chancellor. Any change in the membership composition of the Committee shall not prejudice the continuity of the proceedings or the final disposition of the case.

It shall be the duty of the members of the Hearing Committee to meet and convene promptly and expeditiously for the purpose of early disposition of the case.



**Section 21. Formal Procedure under the ASH Hearing Committee.** – All proceedings before the ASH Hearing Committee (Hearing Committee) shall be summary in nature and the Hearing Committee shall not be bound by technical rules of evidence. The parties and their witnesses, if any, shall submit affidavits subject to clarificatory questions by the Hearing Committee.

- (a) Quorum. - The hearings and all other meetings of the Hearing Committee shall proceed when a majority of the members are present.
- (b) Prohibited Pleadings. - The following requests are prohibited:
  - 1. extension of time to file an answer;
  - 2. dismissal of the complaint;
  - 3. re-opening of a case;
  - 4. demurrer to evidence;
  - 5. postponements/cancellation of hearings;
  - 6. reply/rejoinder;
  - 7. intervention; and,
  - 8. new proceedings on the same case.
- (c) Summons. – Within five (5) days from its constitution, the Hearing Committee shall serve written summons to the respondent/s with a copy of the Formal Charge by registered mail or courier service, through the Dean/Head of Unit, or to the student-respondent's parents or guardians.
- (d) Answer. – Within seven (7) days from receipt of the summons and the Formal Charge, the respondent/s shall submit to the Hearing Committee an answer in writing or if he/she fails to submit an answer, his/her answer during the *prima facie* determination shall be considered as his/her answer.
- (e) Preliminary Meeting. – The preliminary meeting shall be mandatory. The Hearing Committee shall set the preliminary meeting date not later than two (2) weeks after receipt of the respondent's answer or after the expiration of the period within which the respondent should answer.

Failure of the private complainant to appear shall be a ground to dismiss the complaint.

Matters taken and agreed upon during the preliminary meeting shall be reduced in writing and attested to by the Hearing Committee, the University Representative and/or the private complainant, and the respondent. The preliminary meeting report shall be binding on the parties. The parties may also agree to submit the case for resolution during the preliminary meeting.

- (f) Position Papers. – Within two (2) weeks from the preliminary meeting, the parties shall simultaneously file their respective position papers, attaching thereto the affidavits of their witnesses and/or documentary evidence, if any.
- (g) Clarificatory Meeting. – At any time after the submission of the position papers, the Hearing Committee may call for clarificatory meetings.



- (h) Report and Recommendation. – Within fifteen (15) days from the receipt of the position papers or the last clarificatory meeting, the Hearing Committee shall submit its report and recommendation/s to the Chancellor or President, as the case may be.
- (i) Decision by the Chancellor.– Within thirty (30) days from the receipt of the Committee report and recommendation/s, the Chancellor shall render a decision.

The decision of the Chancellor shall be final and executory ten (10) days after receipt of the copy thereof by the parties; *Provided*, that in cases where the corrective measure is expulsion/dismissal, the same shall be automatically appealed to the Office of the President.

No motion for reconsideration is allowed.

- (j) Appeal to the President. – The decision of the Chancellor may be appealed to the President within ten (10) days upon receipt of the decision.

In cases of automatic appeal, the records of the case shall be transmitted by the OASH to the President within five (5) days from receipt of the decision of the Chancellor.

The President shall decide the case within thirty (30) days upon receipt of the decision of the Chancellor.

No motion for reconsideration is allowed.

- (k) Decision by the President in Cases Involving UP System Officials and Personnel.– Within thirty (30) days from the receipt of the Committee report and recommendation/s, the President shall render a decision.

The decision of the President shall be final and executory ten (10) days after receipt of the copy thereof by the parties; *Provided*, that in cases where the corrective measure is expulsion/dismissal, the same shall be automatically appealed to the Board of Regents.

No motion for reconsideration is allowed.

- (l) Appeal to the Board of Regents. – The decision of the President is appealable to the Board of Regents (BOR) within ten (10) days upon receipt of the decision.

Only one motion for reconsideration is allowed.

**Section 22. Corrective Measures.**–The corrective measures for light, less grave, and grave offenses are as follows:

- (a) For teaching or non-teaching personnel
  - 1. For light offenses



1<sup>st</sup> offense – Reprimand or suspension for one (1) month and one (1) day to six (6) months

2<sup>nd</sup> offense – Fine or suspension for six (6) months and one (1) day to one (1) year

3<sup>rd</sup> offense – Dismissal

2. For less grave offenses

1<sup>st</sup> offense – Suspension for six (6) months and one (1) day to one (1) year

2<sup>nd</sup> offense – Dismissal

3. For grave offenses

1<sup>st</sup> offense – Dismissal

(b) For students

1. For light offenses

1<sup>st</sup> offense – Reprimand or community service not exceeding 30 hours

2<sup>nd</sup> offense – Suspension not exceeding one (1) semester

3<sup>rd</sup> offense – Expulsion

2. For less grave offenses

1<sup>st</sup> offense – Community service of 60 hours

2<sup>nd</sup> offense – Suspension for one (1) semester to one (1) year

3<sup>rd</sup> offense – Expulsion

3. For grave offenses

1<sup>st</sup> offense – Suspension for one (1) academic year to expulsion

(c) For other UP workers

They shall be proceeded against in accordance with the provisions of their contract with the University.

(d) For UP organizations

The corrective measures shall range from a minimum of suspension of privileges and recognition for one semester to a maximum of non-recognition as the gravity of the circumstances shall warrant.

In consonance with the transformative values of student discipline, the corrective measure of suspension for one semester or less may be converted and served for a like period in community service. Community service shall include a reasonable period for clinical counseling and rehabilitative measures.

**Section 23. Additional Corrective Measures.** – In addition to the imposable corrective measures, regardless of the number of times the offense is committed, the following corrective measures may be imposed within the period of service of the corrective measure. These include the following, but are not limited to:



- (a) written or oral apology;
- (b) counseling; and,
- (c) attendance in appropriate or relevant trainings, seminars, and lectures, such as gender sensitivity trainings, or other such similar activities.

In determining whether corrective measures are appropriate or necessary, the following factors shall be taken into consideration:

- (a) nature and circumstances of the act committed;
- (b) frequency and severity of the act;
- (c) personal circumstances of the person complained of/ respondent (e.g., age, maturity, position, or rank)
- (d) safety of the parties or community; and,
- (e) such other relevant factors.

These corrective measures may also be adopted in complaints submitted for disposition under the informal procedure.

**Section 24. Alternative Circumstances.** – In the determination of the corrective measures to be imposed, the following circumstances attendant to the commission of the act shall be considered as alternately mitigating or aggravating:

- (a) physical illness;
- (b) good faith;
- (c) time and place of act;
- (d) official position;
- (e) subordinate;
- (f) disclosure of confidential information;
- (g) use of government property in the commission of the act;
- (h) habituality;
- (i) employment of means to commit or conceal the act;
- (j) education; or,



(k) other analogous circumstances.

If the respondent is found guilty of two or more charges or counts, the corrective measures to be imposed should be that corresponding to the most serious charge or count and the rest shall be considered as aggravating circumstances.

**Section 25. Prescriptive Period.** – All complaints for sexual harassment shall be filed with the OASH within four (4) years from the commission of the act complained of.

**Section 26. Institution of Separate Actions.** – Nothing in this Code shall preclude the complainant from instituting a separate criminal or civil action.

**Section 27. Confidentiality Clause.** – All proceedings and records related to the case are strictly confidential. For purposes of dissemination of Decisions to pertinent University offices, only the dispositive portion shall be released.

Parties to the case as well as University personnel and students entrusted with duties and functions in connection with the implementation or enforcement of this Code, are enjoined from disclosing any matters related thereto and to respect the individual privacy of all parties during the pendency of the case.

Any person who violates the confidential nature of such records shall be subject to appropriate disciplinary action.

The identity of the complainant in the final decision released by the University shall, upon request of the complainant, be under an assumed name; *Provided*, however, that where the respondent is found not liable for the offense charged, the name shall also be under an assumed name.

**Section 28. Responsible Officials.** – The President and the Chancellors shall be directly responsible for the effective implementation of this Code.

**Section 29. Protocols for the Prevention of Sexual Harassment.** – The ASH Council shall formulate, disseminate and publish protocols for the prevention of sexual harassment upon consultation with the UP community. Academic units may formulate implementing guidelines applicable to their particular situation or context, subject to the review of the ASH Council.

An anti-sexual harassment protocol with contractors and concessionaires shall likewise be integrated in contracts entered with the University.

**Section 30. Anti-Sexual Harassment Orientation and Clearance Requirement.** – All members of the UP community shall undergo an orientation on anti-sexual harassment, once every three (3) years.

Anti-sexual harassment orientation and clearance shall henceforth be a component of student curriculum, personnel actions, such as hiring, tenure and promotion, and accreditation of service contractors, and partner entity engagements.





**Section 31. Review.** – The Chancellor shall call for the review of this Code or parts of it by members of the UP community, if none has been made in ten (10) years. Any member of the UP community, through the Chancellor, may propose amendments to the Board of Regents. The amendment, as approved by the BOR, shall take effect on the first day of the succeeding semester. The UP community may propose amendments to the Code.

**Section 32. Repealing Clause.** – This Code amends and supersedes the University’s Implementing Rules and Regulations of the Anti-Sexual Harassment Act of 1995.

This also amends and supersedes all resolutions and issuances inconsistent with this Code.

The Chancellors are hereby directed to issue appropriate guidelines and issuances to implement this Code in their respective constituent universities.

**Section 33. Effectivity.** – This Code shall take effect seven (7) days from publication in the UP System official publication and website.