

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 and registered in any program of the University on a regular or part-time basis, including one who is officially on leave of absence

1 and who has not yet been separated from the University formally through either
2 transfer, graduation, honorable or dishonorable dismissal, expulsion or expiration of
3 the period allowed for maximum residence, at the time of the commission of the act
4 of sexual harassment, regardless of whether or not he/she is enrolled in any unit of the
5 University at the time of the filing of the charge or during the pendency of the
6 disciplinary proceedings, including any person undertaking on-the-job training.
7

8 (d) “Other UP workers”– refers to non-UP contractual and job order workers, who
9 are under a contractual teaching and non-teaching arrangement, including, but not
10 limited to coach, mentor, trainer, consultant.
11

12 (e) “UP organizations” – refers to organizations or groups registered or recognized by the
13 University or any of its offices/units.
14

15 **Section 4. Definitions.** – As used in this Code –
16

17 (a) Academic activity – any activity that involves academics such as, but not limited to,
18 classes, tutorials, seminars, workshops, conferences, lectures, examinations,
19 fieldwork, externships/internships, on-the-job trainings, for the fulfillment of
20 academic requirements and others.
21

22 (b) Academic unit – all units such as but not limited to College, School, Institute, Center
23 or Program.
24

25 (c) Academic year – as determined by the University.
26

27 (d) Admonition/Reprimand – a written or oral, formal reproof.
28

29 (e) Alternative Dispute Resolution (ADR) – any process to amicably resolve a case by
30 which the dispute is resolved by the parties themselves with the assistance of a neutral
31 third party, which includes mediation and conciliation.
32

33 (f) Apology – a signed written expression of contrition or remorse for wrong done,
34 accepted by the University and by the private complainant.
35

36 (g) Community service – any rehabilitative activity, as provided by the University
37 designed to provide for the public good in keeping with the overall goals of the
38 community, and agreed upon by the University and the respondent/s; *Provided*, that it
39 should not displace regular employees, supplant employment opportunities ordinarily
40 available, or impair contracts for services.
41

42 (h) Constituent University (CU) - The University is composed of its existing Constituent
43 Universities, as follows: University of the Philippines Diliman; University of the
44 Philippines Manila; University of the Philippines Los Baños; University of the
45 Philippines Visayas; University of the Philippines Mindanao; University of the
46 Philippines Baguio; University of the Philippines Open University; and those that may
47 be created in the future.
48

49 (i) Expulsion – permanent disqualification from attendance in the University.
50

- 1 (j) Hearing – an opportunity for the parties to be heard. The hearing is not a trial-type
2 hearing.
3
- 4 (k) Juridical person – refers to partnerships, corporations, cooperatives, and labor unions.
5
- 6 (l) Partner entity – refers to any private or public person, natural or juridical, with which
7 the University has teaching, research, extension, and other service arrangements.
8
- 9 (m) Private complainant – the aggrieved person who files a complaint, or any person
10 initially acting in his or her behalf. She/he shall be considered a complaining
11 witness.
12
- 13 (n) Respondent – one against whom a Formal Charge is issued.
14
- 15 (o) Semester – academic period as determined by the University.
16
- 17 (p) University premises – the lands, buildings or facilities occupied or managed by the
18 University.
19
- 20 (q) University System – all units and offices under the Office of the University President
21 and Vice Presidents.
22
- 23 (r) Year, month, day – “year” is understood to be twelve calendar months; “month” of
24 thirty days, unless it refers to a specific calendar month in which case it shall
25 computed according to number of days the specific month contains; “day,” a day of
26 24 hours; and “night,” from sunset to sunrise.
27

28 **Section 5. Sexual Harassment Defined. –**
29

30 Sexual harassment is unwanted, unwelcome, uninvited behavior of a sexual nature or
31 inappropriate sexual advances or offensive remark about a person’s sex, sexual orientation, or
32 gender identity.
33

34 It is an act, which may be committed physically, verbally, or visually with or without the
35 use of information communication technology.
36

37 Sexual harassment may be a demand or request for a sexual favor by a person of
38 authority, influence or moral ascendancy in exchange for appointments, grants, grades or
39 favors, or set as terms and conditions for appointments, grants, grades or favors regardless of
40 whether such act or series of acts are accepted by the offended party.
41

42 It may be committed inside UP premises; or outside UP premises in a work, education,
43 research, extension, or related activity.
44

45 Sexual harassment under this Code may include, but is not limited to, cases involving
46 abuse of authority or power, ascendancy, influence such as in a teacher-student, senior faculty-
47 junior faculty, health worker-patient or healthcare provider-client relationship; cases involving
48 peer relationships such as faculty-faculty, employee-employee, or student-student relations, or
49 cases involving harassment of teaching or non-teaching personnel by students, or cases involving
50 harassment of supervisors by subordinates.
51

1 This Code contemplates cases of harassment involving persons of the same or opposite
2 sex, regardless of sexual orientation, gender identity and expression.
3

4 Where the act/s of sexual harassment are shown to be organization-related or
5 organization-based, the liability for sexual harassment shall extend to the officers of the
6 organization, who are registered students during the commission of the offense, and the
7 organization itself.
8

9 **Section 6. Persons Liable.** – Any member of the UP community is liable for sexual
10 harassment when he/she:
11

- 12 (a) directly participates in the execution of any act of sexual harassment as defined by this
13 Code;
- 14 (b) induces or directs another or others to commit sexual harassment as defined by this
15 Code;
- 16 (c) cooperates in the commission of sexual harassment by another through an act without
17 which the sexual harassment would not have been accomplished;
- 18 (d) cooperates in the commission of sexual harassment by another through previous or
19 simultaneous acts;
- 20 (e) benefits from the commission of any act of sexual harassment;
- 21 (f) conceals or hides the commission of any act of sexual harassment; and
22
- 23 (g) restrains, or coerces the victim from filing the appropriate complaint.
24

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30 **Section 7. Classification of Acts.** – Sexual harassment in relation to Section 5 is
31 classified as light, less grave and grave offenses, as follows:
32

33 (a) Light Offenses shall include, but are not limited to:
34

- 35 1. surreptitious looking or stealing a look at a person’s private parts or underclothing;
- 36 2. malicious leering or ogling;
- 37 3. sexual flirtation or persistent unwanted attention with sexual overtones;
- 38 4. inquiries or comments about a person’s sex life and gender orientation;
- 39 5. communicating sexist/smutty remarks causing discomfort, embarrassment,
40 offense, or insult to the receiver;
- 41 6. display of sexually-offensive pictures, materials, or graffiti; and
- 42 7. other analogous cases.
43

44 (b) Less Grave Offenses shall include, but are not limited to:
45

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

1 6. other analogous cases.
2

3 (c) Grave Offenses shall include, but are not limited to:
4

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

15
16 **Section 8. Anti-Sexual Harassment Council.** – An ASH Council shall be constituted in
17 each of the constituent universities (CUs). The ASH Council shall be composed of:
18

- 19 (a) the Vice Chancellor for Academic Affairs, the Vice Chancellor for Administration, the
20 Vice Chancellor for Student Affairs and other Vice-Chancellors, or equivalent
21 officials;
- 22
23 (b) one representative each from the teaching and non-teaching personnel, and students,
24 who shall be appointed by the Chancellor in consultation with their respective sectors,
25 for a term of one academic year each; *Provided*, that the exclusive bargaining
26 representative of the teaching and non-teaching personnel shall be accorded
27 representation;
- 28
29 (c) the Director/Coordinator of the Women’s Studies Center/Gender Office; and
30
31 (d) the Coordinator of the OASH, who shall be a non-voting member.

32
33 The Council shall be headed by a Vice Chancellor who will serve as Chairperson
34 on a rotating basis with the other Vice Chancellors.
35

36 The ASH Council shall be responsible for the following:
37

- 38 (a) serve as the oversight committee of the Office of Anti-Sexual Harassment (OASH);
39
- 40 (b) determine whether a *prima facie* case of sexual harassment exists before giving due
41 course to the complaint;
- 42
43 (c) recommend the constitution of Hearing Committees to hear and resolve cases with
44 members drawn from a pool of nominees; and,
45
- 46 (d) perform such other tasks that the Chancellor will assign or delegate.

47
48 **Section 9. Office of Anti-Sexual Harassment.** – Each constituent university shall have
49 an Office of Anti-Sexual Harassment (OASH). The OASH shall be directly under the Office of
50 the Chancellor. It shall be headed by a Coordinator.
51

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

5
6 (b) The OASH shall:

- 7
- 8 1. design and implement a continuing program of activities and initiatives for the
9 prevention of sexual harassment;
- 10 2. undertake information and educational activities to ensure that the University
11 policy, rules, regulations, and procedures on anti-sexual harassment are
12 disseminated and become part of academic culture;
- 13 3. formulate procedures of such nature as to elicit trust and confidence on the part of
14 interested parties in resolving problems arising from cases or incidents of sexual
15 harassment, including counseling and grievance management;
- 16 4. coordinate security and support measures to aggrieved parties or victims in sexual
17 harassment cases;
- 18 5. serve as the secretariat of the ASH Council and Hearing Committees and act as
19 custodian of records;
- 20 6. prepare and submit an annual report to the Chancellor of the University;
- 21 7. monitor the implementation of decisions/orders of the appropriate disciplining
22 authority; and,
- 23 8. perform such other functions which this Code and the Chancellor may delegate.
- 24

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

29
30 **Section 10. Anti-Sexual Harassment Hearing Pool.** – The OASH shall constitute and
31 maintain a pool of students, and teaching and non-teaching personnel with regular appointments
32 from which shall be drawn the members of a Hearing Committee for every case where formal
33 procedure is preferred or is deemed necessary.

34
35 The members of the pool shall undergo orientation on the nature of sexual harassment,
36 and gender sensitivity.

37
38 **Section 11. Procedures.** – The University shall provide facilities for both informal and
39 formal procedures for resolving cases or dealing with incidents of sexual harassment.

40
41 Informal procedure refers to University action other than the formal procedure outlined in
42 Section 16. It may include alternative dispute resolution (ADR) mechanisms, corrective
43 measures, and provision of support services, such as counseling, providing information, issuance
44 of an administrative protection order, alternate or temporary shelter, study or work immersion,
45 wellness programs and wholesome rehabilitative measures, and such other appropriate support.

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

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

4
5 **Section 12. Alternative Dispute Resolution (ADR).** – As used in this Code, ADR is
6 limited to conciliation and mediation. It may be resorted to only in one complaint of sexual
7 harassment. *Provided*, that these three requisites occur: it is the first complaint against the person
8 being complained of; the complaint is a light offense; the case is peer-to-peer. Furthermore, it is
9 understood that the complaint against the respondent is the first complaint filed in any of the
10 constituent universities.

11
12 Complaints settled through ADR shall at all times be with the assistance of the OASH.

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

17
18 Support services may include but are not limited to: temporary shelter, medical and legal
19 services, counseling, transportation, communication, safety and security measures, and laboratory
20 procedures.

21
22 For this purpose, the OASH shall provide orientation/training to all those who are
23 involved in providing support services to parties in the sexual harassment case.

24
25 **Section 14. Right to Representation.** – The University as complainant shall be
26 represented by the Chancellor or President, as the case may be, or his/her designate.

27
28 The complaining witness and the respondent may be assisted by their respective counsels
29 of choice, who are not connected with the University.

30
31 The role of counsel shall be limited to advice to his/her client.

32
33 **Section 15. Where to File.** – The report/complaint may be filed with the CU OASH
34 where the incident was committed, or in the CU OASH selected by the aggrieved party, if parties
35 involved are from different CUs.

36
37 **Section 16. Procedures on the Determination of Sexual Harassment.** –

38
39 (a) How Commenced. – Any sexual harassment committed may be reported orally or in
40 writing, in English or Filipino, to the OASH by an aggrieved party, or by any person
41 for the aggrieved party. No particular form is required for the report, but it must be in
42 writing, signed by the aggrieved party or person, and notarized.

43
44 Deans/Directors/Heads of units who receive such report shall communicate the report
45 to the OASH.

46
47 A report made orally, or thru a text message, or thru other non-written means, shall be
48 reduced in writing by the OASH person-in-charge using a prescribed case in-take
49 form and signed by the aggrieved party, or any person serving as the aggrieved party;
50 *Provided*, that reports or statements in writing and other documents submitted shall be
51 attached thereto.

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

5
6 A report filed against any member of the ASH Council and the OASH staff shall be
7 referred to the Office of the Chancellor for investigation and appropriate action.

8
9 Reports/complaints involving UP System officials and employees shall be referred to
10 the UP Diliman OASH for investigation and disposition.

11
12 A report filed against the Chancellor shall be referred to the Office of the President of
13 the University for investigation and appropriate action.

14
15 A report filed against the President shall be referred to the Board of Regents of the
16 University of the Philippines for investigation and appropriate action.

- 17
18 (b) Interview. – A designated OASH case interviewer shall determine the particulars of
19 the incident/s reported by asking specific questions to elicit details, record the answers
20 and ensure that the record of the interview is attested to by the aggrieved party or
21 person.
- 22
23 (c) Notices. – Within five (5) days from receipt of the report, the OASH shall serve a
24 notice of the report upon the person complained of and his/her parent or guardian, if
25 the student is below 18, with copies of all pertinent documents.
- 26
27 (d) Response to Report. – Within a period of five (5) days from receipt of the notice of the
28 report, the person/s complained of shall submit to the OASH a written and notarized
29 response, with a copy furnished the aggrieved party.
- 30
31 (e) *Prima Facie* Determination of Sexual Harassment. – Upon receipt of the response to
32 the report or the expiration of the period for the submission thereof, whichever comes
33 first, all pertinent documents shall be forwarded to the ASH Council for evaluation
34 and determination whether or not a *prima facie* case for sexual harassment exists, and
35 if there is basis for issuance of preventive suspension.

36
37 Sexual harassment is deemed to exist on the basis of the complaint when any of the
38 following circumstances is alleged:

- 39
40 1. The sexual favor is demanded or requested as a condition in hiring,
41 employment or reemployment or in granting favorable compensation or
42 promotion or any other term, condition or privilege; or the refusal to grant the
43 sexual favor results in limiting, segregating or classifying which would
44 discriminate, diminish or deprive employment opportunities or otherwise
45 adversely affect the person who is the object of sexual harassment;
- 46
47 2. It would impair the rights or privileges of the students, teaching and non-
48 teaching personnel under the law, rules or regulations;
- 49
50 3. It would result in an intimidating, hostile or offensive employment or learning
51 environment; it could force the offended party to give in to the unwanted,
52 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;

- 1
2 (b) entering UP academic/office/service buildings and their premises;
3
4 (c) using UP campus facilities, including but not limited to, athletic facilities, libraries,
5 and computer laboratories; except dormitories for dormitory residents, health service,
6 houses of worship, police station, resource generation areas, residences, and others as
7 may be recommended by the ASH Council;
8
9 (d) participating in UP activities within university premises;
10
11 (e) holding student/office jobs; and,
12
13 (f) enjoying IT privileges as defined by the current policies on IT uses and resources of
14 the University, except online enrolment.
15

16 The preventive suspension may include other conditions set by the Chancellor or the Dean
17 or President, as the case may be.
18

19 **Section 19. Protection Order.** – The Chancellor or President, as the case may be, may
20 issue a Protection Order, on his/her own initiative, or upon application by the complainant, or
21 upon the recommendation of the ASH Council, or Hearing Committee for the purpose of
22 preventing retaliatory acts or continuing acts of sexual harassment against the complainant and
23 granting other necessary relief. The reliefs granted under a Protection Order serve the purpose of
24 safeguarding the complainant from further harm, minimizing any disruption to her/his daily life,
25 and facilitating her/his opportunity and ability to independently regain control over her/his life.
26 The provisions of the Protection Order shall be enforced by the Head of the Academic Unit or
27 Office that has authority over the respondent.
28

29 A Protection Order may be temporary or permanent. A Temporary Protection Order
30 (TPO) may be issued for not more than ninety (90) days unless the charge is for a grave offense,
31 in which case the TPO is issued for the duration of the proceedings. A Permanent Protection
32 Order (PPO) may be issued as part of the corrective measures.
33

34 The Protection Order may include any, some or all of the following reliefs:
35

- 36 (a) prohibition of the respondent from threatening to commit or committing, personally or
37 through another, any of the above acts prohibited in this Code;
38
39 (b) prohibition of the respondent from directly or indirectly harassing, annoying,
40 discriminating or committing any other acts that tend to damage the reputation of the
41 complainant;
42
43 (c) removal and exclusion of the respondent from the place of work or study of the
44 complainant, if they are officemates or classmates, either temporarily or permanently
45 for the purpose of protecting the complainant;
46
47 (d) directing the respondent to stay away from the complainant and to stay away from the
48 residence, school, place of employment, or any specified place frequented by the
49 complainant; and,
50

1 (e) provision of such other forms of relief as may be deemed necessary to protect and
2 provide for the safety of the complainant; *Provided*, that the complainant consents to
3 such relief.
4

5 Violation of the TPO/PPO shall be subject to immediate disciplinary action as
6 recommended by the Hearing Committee to the Chancellor.
7

8 **Section 20. ASH Hearing Committee.** – Upon the issuance of a Formal Charge, the
9 Chancellor or President, as the case may be, shall constitute a Hearing Committee of three (3)
10 members drawn from a Hearing Pool, which shall be composed of the following:
11

12 (a) a Chairperson, who is a member of the teaching personnel;

13 (b) one (1) member representing the sector of the complainant; and,
14

15 (c) one (1) member representing the sector of the respondent.
16
17

18 The presence of the Chair and a member shall be sufficient to constitute a quorum. The
19 concurrence of two (2) members shall be necessary for the submission of the Committee report
20 and recommendation/s.
21

22 A member of a Hearing Committee shall serve until the final disposition, unless in the
23 meantime, he or she has officially severed his/her relationship with the University, or for other
24 compelling reasons as determined by the Chancellor. Any change in the membership composition
25 of the Committee shall not prejudice the continuity of the proceedings or the final disposition of
26 the case.
27

28 It shall be the duty of the members of the Hearing Committee to meet and convene
29 promptly and expeditiously for the purpose of early disposition of the case.
30

31 **Section 21. Formal Procedure under the ASH Hearing Committee.** – All proceedings
32 before the ASH Hearing Committee (Hearing Committee) shall be summary in nature and the
33 Hearing Committee shall not be bound by technical rules of evidence. The parties and their
34 witnesses, if any, shall submit affidavits subject to clarificatory questions by the Hearing
35 Committee.
36

37 (a) Quorum. - The hearings and all other meetings of the Hearing Committee shall
38 proceed when a majority of the members are present.
39

40 (b) Prohibited Pleadings. - The following requests are prohibited:

- 41 1. extension of time to file an answer;
- 42 2. dismissal of the complaint;
- 43 3. re-opening of a case;
- 44 4. demurrer to evidence;
- 45 5. postponements/cancellation of hearings;
- 46 6. reply/rejoinder;
- 47 7. intervention; and,
- 48 8. new proceedings on the same case.
49

50 (c) Summons. – Within five (5) days from its constitution, the Hearing Committee shall
51 serve written summons to the respondent/s with a copy of the Formal Charge by

1 registered mail or courier service, through the Dean/Head of Unit, or to the student-
2 respondent's parents or guardians.

3
4 (d) Answer. – Within seven (7) days from receipt of the summons and the Formal
5 Charge, the respondent/s shall submit to the Hearing Committee an answer in writing
6 or if he/she fails to submit an answer, his/her answer during the *prima facie*
7 determination shall be considered as his/her answer.

8
9 (e) Preliminary Meeting. – The preliminary meeting shall be mandatory. The Hearing
10 Committee shall set the preliminary meeting date not later than two (2) weeks after
11 receipt of the respondent's answer or after the expiration of the period within which
12 the respondent should answer.

13
14 Failure of the private complainant to appear shall be a ground to dismiss the
15 complaint.

16
17 Matters taken and agreed upon during the preliminary meeting shall be reduced in
18 writing and attested to by the Hearing Committee, the University Representative
19 and/or the private complainant, and the respondent. The preliminary meeting report
20 shall be binding on the parties. The parties may also agree to submit the case for
21 resolution during the preliminary meeting.

22
23 (f) Position Papers. – Within two (2) weeks from the preliminary meeting, the parties
24 shall simultaneously file their respective position papers, attaching thereto the
25 affidavits of their witnesses and/or documentary evidence, if any.

26
27 (g) Clarificatory Meeting. – At any time after the submission of the position papers, the
28 Hearing Committee may call for clarificatory meetings.

29
30 (h) Report and Recommendation. – Within fifteen (15) days from the receipt of the
31 position papers or the last clarificatory meeting, the Hearing Committee shall submit
32 its report and recommendation/s to the Chancellor or President, as the case may be.

33
34 (i) Decision by the Chancellor. – Within thirty (30) days from the receipt of the
35 Committee report and recommendation/s, the Chancellor shall render a decision.

36
37 The decision of the Chancellor shall be final and executory ten (10) days after receipt
38 of the copy thereof by the parties; *Provided*, that in cases where the corrective
39 measure is expulsion/dismissal, the same shall be automatically appealed to the
40 Office of the President.

41
42 No motion for reconsideration is allowed.

43
44 (j) Appeal to the President. – The decision of the Chancellor may be appealed to the
45 President within ten (10) days upon receipt of the decision.

46
47 In cases of automatic appeal, the records of the case shall be transmitted by the
48 OASH to the President within five (5) days from receipt of the decision of the
49 Chancellor.

50
51 The President shall decide the case within thirty (30) days upon receipt of the
52 decision of the Chancellor.

1
2 No motion for reconsideration is allowed.

- 3
4 (k) Decision by the President in Cases Involving UP System Officials and Personnel. –
5 Within thirty (30) days from the receipt of the Committee report and
6 recommendation/s, the President shall render a decision.

7
8 The decision of the President shall be final and executory ten (10) days after receipt
9 of the copy thereof by the parties; *Provided*, that in cases where the corrective
10 measure is expulsion/dismissal, the same shall be automatically appealed to the Board
11 of Regents.

12
13 No motion for reconsideration is allowed.

- 14
15 (l) Appeal to the Board of Regents. – The decision of the President is appealable to the
16 Board of Regents (BOR) within ten (10) days upon receipt of the decision.

17
18 Only one motion for reconsideration is allowed.

19
20 **Section 22. Corrective Measures.** – The corrective measures for light, less grave, and
21 grave offenses are as follows:

- 22
23 (a) For teaching or non-teaching personnel

- 24
25 1. For light offenses

26 1st offense – Reprimand or suspension for one (1) month and one (1) day to six
27 (6) months

28 2nd offense – Fine or suspension for six (6) months and one (1) day to one (1)
29 year

30 3rd offense – Dismissal

- 31
32 2. For less grave offenses

33 1st offense – Suspension for six (6) months and one (1) day to one (1) year

34 2nd offense – Dismissal

- 35
36 3. For grave offenses

37 1st offense – Dismissal

- 38
39 (b) For students

- 40
41 1. For light offenses

42 1st offense – Reprimand or community service not exceeding 30 hours

43 2nd offense – Suspension not exceeding one (1) semester

44 3rd offense – Expulsion

- 45
46 2. For less grave offenses

47 1st offense – Community service of 60 hours

48 2nd offense – Suspension for one (1) semester to one (1) year

49 3rd offense – Expulsion

- 50
51 3. For grave offenses

52 1st offense – Suspension for one (1) academic year to expulsion

1
2 (c) For other UP workers

3
4 They shall be proceeded against in accordance with the provisions of their contract
5 with the University.

6
7 (d) For UP organizations

8
9 The corrective measures shall range from a minimum of suspension of privileges and
10 recognition for one semester to a maximum of non-recognition as the gravity of the
11 circumstances shall warrant.

12
13 In consonance with the transformative values of student discipline, the corrective
14 measure of suspension for one semester or less may be converted and served for a like
15 period in community service. Community service shall include a reasonable period for
16 clinical counseling and rehabilitative measures.

17
18 **Section 23. Additional Corrective Measures.** – In addition to the impossible corrective
19 measures, regardless of the number of times the offense is committed, the following corrective
20 measures may be imposed within the period of service of the corrective measure. These include
21 the following, but are not limited to:

22
23 (a) written or oral apology;

24
25 (b) counseling; and,

26
27 (c) attendance in appropriate or relevant trainings, seminars, and lectures, such as gender
28 sensitivity trainings, or other such similar activities.

29
30 In determining whether corrective measures are appropriate or necessary, the following
31 factors shall be taken into consideration:

32
33 (a) nature and circumstances of the act committed;

34
35 (b) frequency and severity of the act;

36
37 (c) personal circumstances of the person complained of/ respondent (e.g., age, maturity,
38 position, or rank)

39
40 (d) safety of the parties or community; and,

41
42 (e) such other relevant factors.

43
44 These corrective measures may also be adopted in complaints submitted for disposition
45 under the informal procedure.

46
47 **Section 24. Alternative Circumstances.** – In the determination of the corrective
48 measures to be imposed, the following circumstances attendant to the commission of the act shall
49 be considered as alternately mitigating or aggravating:

50
51 (a) physical illness;

- 1 (b) good faith;
- 2
- 3 (c) time and place of act;
- 4
- 5 (d) official position;
- 6
- 7 (e) subordinate;
- 8
- 9 (f) disclosure of confidential information;
- 10
- 11 (g) use of government property in the commission of the act;
- 12
- 13 (h) habituality;
- 14
- 15 (i) employment of means to commit or conceal the act;
- 16
- 17 (j) education; or,
- 18
- 19 (k) other analogous circumstances.
- 20

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

24
25 **Section 25. Prescriptive Period.** – All complaints for sexual harassment shall be filed
26 with the OASH within four (4) years from the commission of the act complained of.

27
28 **Section 26. Institution of Separate Actions.** – Nothing in this Code shall preclude the
29 complainant from instituting a separate criminal or civil action.

30
31 **Section 27. Confidentiality Clause.** – All proceedings and records related to the case are
32 strictly confidential. For purposes of dissemination of Decisions to pertinent University offices,
33 only the dispositive portion shall be released.

34
35 Parties to the case as well as University personnel and students entrusted with duties and
36 functions in connection with the implementation or enforcement of this Code, are enjoined from
37 disclosing any matters related thereto and to respect the individual privacy of all parties during
38 the pendency of the case.

39
40 Any person who violates the confidential nature of such records shall be subject to
41 appropriate disciplinary action.

42
43 The identity of the complainant in the final decision released by the University shall, upon
44 request of the complainant, be under an assumed name; *Provided*, however, that where the
45 respondent is found not liable for the offense charged, the name shall also be under an assumed
46 name.

47
48 **Section 28. Responsible Officials.** – The President and the Chancellors shall be directly
49 responsible for the effective implementation of this Code.

50
51 **Section 29. Protocols for the Prevention of Sexual Harassment.** – The ASH Council
52 shall formulate, disseminate and publish protocols for the prevention of sexual harassment upon

1 consultation with the UP community. Academic units may formulate implementing guidelines
2 applicable to their particular situation or context, subject to the review of the ASH Council.

3
4 An anti-sexual harassment protocol with contractors and concessionaires shall likewise be
5 integrated in contracts entered with the University.

6
7 **Section 30. Anti-Sexual Harassment Orientation and Clearance Requirement.** – All
8 members of the UP community shall undergo an orientation on anti-sexual harassment, once
9 every three (3) years.

10
11 Anti-sexual harassment orientation and clearance shall henceforth be a component of
12 student curriculum, personnel actions, such as hiring, tenure and promotion, and accreditation of
13 service contractors, and partner entity engagements.

14
15 **Section 31. Review.** – The Chancellor shall call for the review of this Code or parts of it
16 by members of the UP community, if none has been made in ten (10) years. Any member of the
17 UP community, through the Chancellor, may propose amendments to the Board of Regents. The
18 amendment, as approved by the BOR, shall take effect on the first day of the succeeding
19 semester. The UP community may propose amendments to the Code.

20
21 **Section 32. Repealing Clause.** – This Code amends and supersedes the University’s
22 Implementing Rules and Regulations of the Anti-Sexual Harassment Act of 1995.

23
24 This also amends and supersedes all resolutions and issuances inconsistent with this Code.

25
26 The Chancellors are hereby directed to issue appropriate guidelines and issuances to
27 implement this Code in their respective constituent universities.

28
29 **Section 33. Effectivity.** – This Code shall take effect seven (7) days from publication in
30 the UP System official publication and website.