



THE UNIVERSITY
of ADELAIDE

Sexual Misconduct Response Procedures

For emergency services dial triple zero (000)

For Campus Security contact (08) 8313 5444

For information about the supports available to members of the University community who have experienced Sexual Misconduct, or to report a matter to the University, refer to <https://www.adelaide.edu.au/safer-campus-community/> or contact the Integrity Unit www.adelaide.edu.au/integrity-unit/.

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DEFINITIONS

OVERVIEW

These procedures support and give effect to the University's *Sexual Misconduct Policy*. They apply to all Disclosures and Complaints of Sexual Misconduct made under the *Sexual Misconduct Policy* ('Policy').

The procedures provide information about the processes by which an individual can make a Report to the University relating to Sexual Misconduct, where that Report is made by or about a member of the University Community associated with University Related Conduct. The procedure sets out how such Reports will be managed and the supports available.

These procedures do not set out the disciplinary processes in relation to Staff or Students who are alleged to have engaged in Sexual Misconduct. Where an allegation relates to a current Student or Staff Member these procedures should be read in conjunction with:

- the Student Misconduct Framework where the Respondent is a **Student**; and
- the Enterprise Agreement, where the Respondent is a **Staff Member** whose employment is subject to clause 8.2 of the Enterprise Agreement.

Where a Respondent is both a Student and a Staff Member, or a Staff Member and a Titleholder, the misconduct may be managed and outcomes determined in relation to one or both roles as appropriate.

Current Students and Staff who have experienced Sexual Misconduct not associated with University Related Conduct are encouraged to access relevant supports made available by the University (including Student Life Counselling Support for Students and the Employee Assistance Program for Staff, Titleholders and Volunteers), however it is noted that such incidents are not within the scope of this procedure.

PROCEDURE

1. Support

- 1.1 The University makes First Responder training available to Staff and Students. It ensures Staff in a range of roles, including those who are part of the Sexual Assault and Sexual Harassment Information Network (SASHIN), those in HR Advisory roles and staff in the Integrity Unit undertake in person introductory First Responder training to assist them to provide immediate support to members of the University Community who experience Sexual Misconduct. Guidance for all members of the University Community on how to support an individual who has experienced Sexual Misconduct is available via the Safer Campus Community website.
- 1.2 Any member of the University Community, including current Students and Staff, can contact the Integrity Unit for information about options relating to support services and reporting processes.
- 1.3 Support can be accessed from the following areas:
 - i. Current Students can contact Counselling Support to access counselling services, including the expert services of a dedicated, experienced sexual violence counsellor. Alternatively, Students can contact a member of the Sexual Assault and Sexual Harassment Information Network (SASHIN) who can provide information about options relating to support services and reporting processes. Education and Welfare Officers within Student Care are also trained responders able to assist current Students with immediate support needs.
 - ii. Current Staff, Titleholders and Volunteers can contact one of the University's Employee Assistance Program providers to access counselling support. Staff and Titleholders can also choose to contact an [HR Advisor](#) or their line manager for information about options relating to support services and reporting processes.
- 1.4 On receiving a Report under these procedures (whether a Complaint or Disclosure), the University will take steps to ensure the individual making the Report and, where that individual is not the person who experienced the alleged Sexual Misconduct, any person affected, are made aware of the supports available to them and are assisted to access these supports as needed.
- 1.5 The following supports will be made available to any individual who makes a Report to the University:
 - i. Information about the University's Sexual Misconduct Policy and these procedures, including the option for their Report to be treated as a Disclosure or a Complaint;
 - ii. Assistance in making a Complaint or Disclosure, as required, including any assistance to overcome any cultural or linguistic barriers that may exist;
 - iii. Information about the types of Precautionary Measures that may be implemented where an individual makes a Complaint;
 - iv. Information about external reporting options, including making a Report to Police, and assistance to do so where required;
 - v. For current Students, Staff Members, Titleholders and Volunteers counselling and psychological support. Student Life Counselling Support provides counselling and psychological support to Students. The Employee Assistance Program provides these services for Staff, Volunteers and Titleholders. Other suitable services may be identified by the University from time to time if these services are not available or are not suitable. Provision of counselling and psychological support to other members of the University Community, including past Students and Staff, will be determined on a case-by-case basis;

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- vi. For individuals involved in a Complaint, regular updates about the progress of the University's action in relation to the Complaint and information about the processes by which the Complaint is being managed (e.g. Facilitated Resolution, investigation); and
 - vii. Information about, and support to access, alternative study, supervision or work arrangements as appropriate.

2. Making a Report

- 2.1 The University is committed to providing accessible and non-discriminatory support services for members of the University Community, including former members, who report to the University that they have been affected by Sexual Misconduct that falls within the scope of the Policy.
- 2.2 Reports can be made to the University's Integrity Unit, by phone, email or using the online form, [here](#).
- 2.3 Reports made to other areas of the University will also be accepted. Any Report about possible Sexual Misconduct made by or about a member of the University Community, involving University Related Conduct, must be referred by the area that receives it to the Integrity Unit to be recorded and managed in accordance with this procedure. Where an individual does not consent to their personal identifying information being provided to the Integrity Unit, the Report should only be referred to the Unit in a deidentified form. Other areas which may receive Reports include:
 - i. Human Resources, including Staff within [HR Advisory](#), Workplace Relations and Health, Safety and Wellbeing;
 - ii. Student Life, noting that information about incidents of possible sexual misconduct shared with a Student Counsellor employed by the University in the course of (or for the purpose of obtaining) counselling is not considered a report to the University for the purposes of this policy. However, Student Counsellors may provide support to an individual to make a report to the University if they wish;
 - iii. University Security Service;
 - iv. Any Staff Member with supervisory responsibilities for the Staff Member or Volunteer making the Report or the individual the Report is about; or
 - v. Any Staff Member who receives a Report from a Student.
- 2.4 Should an individual wish to make a Report in person, they can contact the Integrity Unit to request to do so, and the Integrity Unit will make all reasonable endeavours to facilitate the request.
- 2.5 Reports can be made anonymously, and will be treated by the University as Disclosures, as set out in Part 3 of this procedure. The University may be limited in the action it can take to support the individual and to manage the Report where a Report is made anonymously.
- 2.6 The Integrity Unit will keep confidential all personal identifying information provided by individuals who make Reports, and will only disclose that information to other areas of the University as required to seek legal advice and/or to enable the matter to be addressed and managed, and where the individual has been notified of the intention for such disclosure. In certain circumstances, the Integrity Unit may be legally obliged to release identifying information regarding an individual, including in order to protect any person from a risk to their health or safety; where the person involved is under 18 years of age; and where the University is otherwise required to do so in order to meet its legal obligations or to defend its legitimate legal interests. In such circumstances, the individual will be notified of the release.
- 2.7 All Reports will be registered with the Integrity Unit, and, where contact information has been provided to the Unit, the individual making the Report will be provided with confirmation that the Report has been received within two working days. General information about the processes by which Reports are to be managed will also be provided.

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- 2.8 If the affected person chooses to make a Report to the Police or other external agency, the Integrity Unit will assist by providing them information about that process and, where appropriate, any other support they may require with that process.
- 2.9 Reports will be treated by the University either as “Disclosures”, where the individual making the Report is not currently seeking that the University take direct action in response to the Report; or as “Complaints”, where the individual making the Complaint is seeking direct action by the University. Individuals who make Reports will be provided with the opportunity to identify whether they are making a Disclosure or a Complaint. Individuals will be supported by the Integrity Unit to change the status of their Report should they wish to do so and where it is reasonably practical to do so.

3. Disclosures of Sexual Misconduct

- 3.1 Disclosures can be made by anyone who has experienced, witnessed or has knowledge of Sexual Misconduct in the context of University Related Conduct, and who is seeking support or who wants to report the incident, but does not want the University to address the matter with the Respondent in response to their Report.
- 3.2 A Student Counsellor, Staff Member or other Support Person may assist a person to make a Disclosure.
- 3.3 If the University needs to investigate a Disclosure because there appears to be a further risk to the health or safety of the person who made the Disclosure, or to another member of the University Community, or because one or more other people name the same Respondent in a separate Disclosure, or because the matter involves a person under 18 years of age at the time or a vulnerable person, the Integrity Unit will contact the person who made the Disclosure to ask if they would be prepared to make a Complaint, or otherwise to inform them of the intention for the University to investigate.

4. Complaints of Sexual Misconduct

- 4.1 Complaints can be made by anyone who experienced Sexual Misconduct in the context of University Related Conduct, who is seeking support and wants the University to address the matter with the Respondent in response to their Report, provided either they or the Respondent were a member of the University Community at the time the conduct occurred.
- 4.2 A Student Counsellor, Staff Member or other Support Person may assist a person to make a Complaint. To avoid any perceived conflict or Bias, a Staff Member supporting a Complainant in relation to a Complaint will usually be excluded from having any role in investigating or making decisions about the University’s management of the Complaint and any functions that may give rise to a conflict will be reallocated to an alternative Staff Member.
- 4.3 All Complaints that fall within the scope of the Policy will be triaged by the Integrity Unit to determine any Relevant Areas that should be involved in supporting the management of the Complaint (Relevant Area). Relevant Areas may include Human Resources, Student Life, and/or other areas as appropriate.
- 4.4 The Integrity Unit may determine that no action should be taken in relation to a Complaint if the Complainant has provided insufficient detail or evidence to enable the Complaint to be properly triaged, or if the Complaint is assessed as being vexatious or malicious. All reasonable efforts will be made to obtain sufficient detail from the Complainant prior to reaching such a determination. A Complaint may be reopened at a later date where further information is made available.
- 4.5 The Integrity Unit may determine that no action, or limited action, should be taken in relation to a Complaint:
- i. where the Respondent does not currently hold a position with the University that would enable the University to require their participation in any process relating to the Complaint; and/or

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- ii. where the Respondent does not currently hold a position with the University that would enable the University to take meaningful action in response to any investigation finding; and/or
 - iii. where the matter is being investigated by another party, having regard to clause 4.6 and 4.7 below; and/or
 - iv. where the complaint is more appropriately handled by a third party.

4.6 A person's decision to make a report to the Police or other external agency will not necessarily prevent the University from investigating or taking action in response to a Complaint of Sexual Misconduct under its own policies and procedures. However, in order to protect the rights of the Complainant and the Respondent, any internal University process may be suspended pending completion of a criminal process. The University will continue to provide support to the complainant during this process and Precautionary Measures may be taken to minimise the risk of harm to members of the University Community until any internal University process is completed.

4.7 Where the incident occurred at a site or event operated by a third party associated with the University, including, but not limited to, a club affiliated with either the Adelaide University Union (YouX) or Adelaide University Sport; a residential college operated by or affiliated with the University or an accommodation provider with which the University holds a contract; or a business premises where a Student is conducting a placement or internship, the Integrity Unit will liaise with these third parties to determine whether the matter should be managed by the third party. The Integrity Unit may provide assistance to the third party in the investigation or management of the Complaint. The Integrity Unit will provide information and support to University Community members about the process by which their matter will be managed.

4.8 The Complainant will be advised of a primary point of contact within the University for information about the progress of their Complaint and will be provided with regular updates. As far as reasonably practicable, the University will maintain a single point of contact for the Complainant throughout the management of the Complaint.

5. Preliminary assessment of a Complaint

5.1 The Integrity Unit will oversee the preliminary assessment of Complaints made under this policy.

5.2 The purpose of a preliminary assessment is to determine how a Complaint should be managed and resolved, including whether the matter may be suitable for Facilitated Resolution, or whether a matter should be investigated to enable consideration of appropriate disciplinary action.

5.3 As part of the preliminary assessment the Relevant Area will identify whether the Enterprise Agreement is applicable to the matter, and any other relevant policies or procedures that may apply to the Complaint in addition to the Sexual Misconduct Policy and this Procedure.

5.4 In undertaking the preliminary assessment consideration will be given to the way the matter should be addressed. This decision will take into account the seriousness of the alleged conduct, the role(s) held by the Respondent and the instruments or policies that may apply to the Respondent. Where appropriate, the Integrity Unit and/or the Relevant Area will engage with and advise the relevant decision maker under an applicable instrument, in particular:

- i. For Complaints about a current Student, the Integrity Unit may determine to offer Facilitated Resolution in accordance with this procedure. Where the Integrity Unit considers the allegation may warrant disciplinary action, the Integrity Unit in conjunction with the Relevant Area will ensure the matter is managed in accordance with the Student Misconduct Framework.
- ii. For Complaints about a current Staff Member who is subject to clause 8.2 of the Enterprise Agreement, the Relevant Area, supported by the Integrity Unit, will engage with and advise the Area Manager as the relevant decision maker in accordance with the Enterprise Agreement of suitable treatments available under the Enterprise Agreement, which may include investigation or alternative dispute resolution (where applicable in accordance with

clause 8.2.5.2 of the Enterprise Agreement).

- 5.5 When considering whether the Complaint is appropriate for Facilitated Resolution or investigation, as available under this or any other relevant procedure, the wishes of the Complainant will be considered.
- 5.6 Where an allegation of Sexual Misconduct is to be investigated under the Student Misconduct Framework, or the Enterprise Agreement, the Integrity Unit may be appointed by the relevant decision maker to investigate the matter.
- 5.7 Where a Respondent to a Complaint has more than one role in the University Community, investigation and disciplinary processes will usually be governed by the role they were performing at the time the conduct occurred. Where the conduct is not clearly confined to a single role, or is considered to be relevant to individual's suitability to maintain both roles, multiple processes may be undertaken, either simultaneously or consecutively.
- 5.8 A preliminary assessment conducted in accordance with this process does not constitute an initial assessment or preliminary investigations or inquiries for the purposes of clause 8.2.5.1 of the Enterprise Agreement.
- 5.9 As part of the preliminary assessment, discussions may be held with the relevant parties; any relevant documentary material may be collected and reviewed; and consideration may be given to the implementation of Precautionary Measures in accordance with Procedure 9.
- 5.10 At the time that the Respondent is notified of a Complaint against them, and thereafter, a range of supports will be made available to them including:
- i. Information about the University's Sexual Misconduct Policy and these procedures, including detailed information about each step of the process by which the Complaint is being managed and the possible outcomes that may arise in relation to the matter;
 - ii. Information and support to access counselling and psychological support, including for current Students, those available through Student Life Counselling Support and for current Staff Members, Titleholders and Volunteers, those available through the Employee Assistance Program;
 - iii. Information and advice about the external support options that may be available;
 - iv. The option to have a Support Person accompany the Respondent to any meeting or interview that occurs as part of the Complaint process;
 - v. Regular updates about the progress of the University's action in relation to the Complaint; and
 - vi. Support to overcome any cultural or linguistic barriers will be provided as required.
- 5.11 A Complainant is free to withdraw their Complaint at any time. However, if the University has already commenced disciplinary proceedings against a Respondent as a result of the Complaint, those proceedings will (where practicable), be completed.
- 5.12 Facilitated Resolution will not usually be considered appropriate for alleged conduct that might, if proven, constitute Serious Misconduct (where the respondent is a staff member subject to clause 8.2 of the Enterprise Agreement, involve potential criminal behaviour, a breach of the University's Code of Conduct (where it has application to the individual) or relevant legislation, or involve a risk to the health or safety of the Complainant or other persons.
- 5.13 Where the Complainant expressly wishes to attempt to resolve a matter via Facilitated Resolution, Facilitated Resolution may be offered to the parties in matters that may otherwise be considered sufficiently serious to warrant investigation. In these circumstances, a matter may be investigated where a Facilitated Resolution is not reached.

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- 5.14 Facilitated Resolution will only occur where the Complainant and Respondent consent to participating in such a process.
- 5.15 The Complainant will be advised of the outcome of the preliminary assessment process, including the reasons for the outcome and their agreement to participate in any process will be confirmed.
- 5.16 Where reasonable, the preliminary assessment will be conducted within 20 working days of the lodgement of the Complaint. If this timeframe is not reasonable, the Complainant will be advised of any delay and the projected timeframe for conclusion of the preliminary assessment.

6. Precautionary measures

- 6.1 In order to minimise the potential for harm to any person arising from a Report of Sexual Misconduct, the University may take Precautionary Measures against a member of the University Community. Decisions about Precautionary Measures are made by the Relevant Decision Maker.
- 6.2 For current Staff whose employment is subject to clause 8.2 of the Enterprise Agreement, a decision to take Precautionary Measures will be made having regard to the provisions of the Enterprise Agreement.
- 6.3 In relation to current Students, any Precautionary Measures taken under this clause are in addition to any action available or taken under the Student Misconduct Rules.
- 6.4 Precautionary Measures are imposed on an interim or temporary basis and are not a penalty or sanction. They should not be interpreted as anticipating or predetermining the outcome of any University or criminal investigation process.
- 6.5 As a precautionary measure, the Relevant Decision Maker may:
- i. suspend a person from using any property or entering any specified parts of any University campus. For current Staff Members, suspension may occur with or without pay, and will occur in accordance with the Enterprise Agreement or the person's contract of employment. For current students, this may include changes to learning arrangements; and/or
 - ii. restrict a person's access to specified buildings and facilities; and/or
 - iii. prohibit a person from speaking to or approaching another person, electronically (including via social media or email), in person or through a third party,
- for as long as, and on such terms as, the Relevant Decision Maker considers necessary.
- 6.6 Precautionary Measures must be reasonable and proportionate to the seriousness and circumstances of the alleged Sexual Misconduct.
- 6.7 Precautionary Measures may be taken in a summary manner, and the Relevant Decision Maker is not required to provide a hearing to the affected person before making a decision.
- 6.8 Precautionary Measures will continue to apply until they are revoked by the Relevant Decision Maker, or expire in accordance with their terms.
- 6.9 The Relevant Decision Maker must inform the affected person within 24 hours of imposing any Precautionary Measures, and advise them of the terms, period and reasons for the Precautionary Measures.

7. Facilitated resolution

- 7.1 This section does not apply to Complaints relating to current Staff who are subject to clause 8.2 of the Enterprise Agreement. Consideration of any suitable alternative dispute resolution provisions for those matters will be made in accordance with clause 8.2.5.2 of the Enterprise Agreement.

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- 7.2 Facilitated Resolution may be made available to parties to a Complaint, where it has been determined by the Integrity Unit that it is appropriate to do so, having regard to Procedure 5.
- 7.3 The aim of Facilitated Resolution is to achieve agreement between the Complainant and the Respondent on a mutually satisfactory resolution of the Complaint.
- 7.4 Where a Complaint of Sexual Misconduct is considered appropriate for Facilitated Resolution, the Integrity Unit and/or the Relevant Area will consult with the Complainant and the Respondent before deciding how to proceed. The Integrity Unit will also seek advice from HR Advisory and Workplace Relations, Legal Services, or other Relevant Areas as appropriate.
- 7.5 Facilitated Resolution may involve:
- i. an apology;
 - ii. a facilitated discussion, such as a mediation or conciliation;
 - iii. an agreed plan of action to avoid further incidents;
 - iv. a written undertaking by the Respondent; and/or
 - v. training or educational sessions to address workplace culture or behaviour.
- 7.6 Complainants and Respondents may be accompanied to any meeting conducted as part of a facilitated resolution process by a Support Person, if they choose.
- 7.7 Where reasonable, the facilitated resolution process should be completed within 20 working days of the conclusion of the preliminary assessment. If this timeframe is not reasonable, the Integrity Unit will ensure the Complainant is advised of the reasons for the delay, and of the projected timeframe for conclusion of the facilitated resolution.

8. Investigation

- 8.1 Investigations into possible sexual misconduct by current Staff whose employment is bound by clause 8.2 of the Enterprise Agreement are governed by the Enterprise Agreement.
- 8.2 Investigations into possible sexual misconduct by a current Student are governed by the Student Misconduct Framework.
- 8.3 Where misconduct is relevant to or impacts on a third party, such as student accommodation providers, clubs or placement providers, the University may (but is not required to):
- i. conduct a joint investigation with those third parties;
 - ii. share information related to the Complaint and the investigation for the purposes of conducting a joint investigation; and
 - iii. share the outcome of its investigation, including any investigation report, with the third party.
- 8.4 Where the Integrity Unit determines an investigation should be conducted into possible sexual misconduct by a titleholder, volunteer, visitor or contractor, the principles of procedural fairness will be applied. The Integrity Unit will otherwise determine its own procedures.
- 8.5 Complainants and Respondents may be accompanied to any meeting or interview conducted as part of an investigation process under this Procedure by a Support Person, if they choose.

9. Outcome

9.1 Procedure 8 - Outcome does not apply to disciplinary outcomes arising from misconduct by current Staff where their employment is bound by clause 8.2 of the Enterprise Agreement) or current Students:

- i. Disciplinary outcomes for Staff Members whose employment is bound by clause 8.2 of the Enterprise Agreement, including processes for review, are governed by the Enterprise Agreement.
- ii. Disciplinary outcomes for current Students, including processes for appeal, are governed by the Student Misconduct Framework.

9.2 The outcome of a Complaint of Sexual Misconduct against any other member of the University Community will be determined by the University having regard to the seriousness of the matter and will have regard to the wishes of the Complainant where possible. Action may include:

- i. for Titleholders - revocation of a title and any accompanying privileges under the [Titleholder – Conferral of Honorary Roles Procedure](#) or [Award of Emeritus/Emerita Professor, Emeritus Fellow and Honorary University Fellow Titles Policy](#) as applicable, and a prohibition on any future appointments;
- ii. for Volunteers – termination of any voluntary role, and a prohibition on any future participation in the University’s Volunteer Program; and
- iii. for Contractors – termination of any contract or agreement for goods or services, and a prohibition on any future engagements, or for larger contracting firms, the permanent removal of the Respondent as a service provider to the University.

9.3 Where possible, the Integrity Unit will ensure the Complainant is informed of the outcome in person, to allow them to ask questions and seek clarification about the effect of the outcome.

9.4 Support will continue to be made available to parties beyond the closure of the complaint, as required.

Note: The policy sets out the obligations of parties in relation to confidentiality following the outcome of a Complaint.

DEFINITIONS

Words and terms used in these procedures and not defined in these procedures have the meanings they have in the *Sexual Misconduct Policy*.

Area Manager means a Deputy Vice-Chancellor, Vice-President, Pro Vice-Chancellor, Executive Dean, the Director Human Resources, the Chief Executive of External Relations and any persons acting in those positions, and Institute Directors.

Bias means that a decision-maker has pre-judged or will pre-judge a decision or cannot reasonably be considered to be impartial.

Complaint means a Report made to the University by an individual who wants the University to address their complaint with the Respondent, regarding alleged Sexual Misconduct by a member of the University Community that is reported to have occurred while they were engaged in University Related Conduct.

Complainant means a person who makes a Complaint in accordance with the Sexual Misconduct Policy and this procedure.

Consent means freely and voluntarily agreeing to Sexual Activity. A person is free to withdraw their Consent at any time prior to or during Sexual Activity, for any reason. The fact that a person does not say ‘no’ to sexual activity, or does not physically resist, does not of itself mean that they Consent to it.

A person is taken not to have freely and voluntarily consented to sexual activity if:

- i. they agreed because force was applied or threatened (this includes an express or implied threat of force to the person or to another person), or because of an express or implied threat to denigrate, humiliate, disgrace or harass the person or another person; or
- ii. there existed an imbalance of power between the parties and a reasonable person, having regard to all the circumstances, would have anticipated that the victim engaged in the sexual activity because they feared repercussions;
- iii. the person was unlawfully detained at the time of the activity; or
- iv. the activity occurred while the person was asleep or unconscious; or
- v. the activity occurred while the person was intoxicated (by drugs or alcohol, or both) to the point of being incapable of freely and voluntarily consenting to the activity; or
- vi. the activity occurred while the person was affected by a physical, mental or intellectual condition or impairment such that they were incapable of freely or voluntarily consenting; or
- vii. the person was unable to understand the nature of the activity; or
- viii. the person agreed to engage in the activity with a person under a mistaken belief as to the identity of that person; or
- ix. the person was mistaken about the nature of the activity (for example, the person mistakenly believed that their sexual partner was wearing a condom); or
- x. the person was under 17 years of age; or
- xi. the person was under 18 years of age and the other person was in a position of authority over them (e.g. the other person provided sporting, musical or other instruction to the child, or was a health professional or social worker providing professional services to the child).

Contractor means a person engaged by the University under a contract for goods or services.

Disclosure means a Report to the University of Sexual Misconduct, made by a person who is seeking support or wants to report the incident, and who has not indicated that they wish the University to address their Report with the Respondent.

Enterprise Agreement means the [University of Adelaide Enterprise Agreement 2017-2021](#), and any replacement agreement.

Employee Assistance Program (EAP) means confidential psychological services funded by the University and provided by an independent external provider.

Facilitated Resolution is an agreement between the Complainant and the Respondent on mutually satisfactory terms to resolve a Complaint. Facilitated resolution may involve:

- i. an apology;
- ii. a facilitated discussion, such as a mediation or conciliation;
- iii. an agreed plan of action to avoid further incidents;
- iv. a written undertaking by the Respondent; and/or
- v. training or educational sessions to address workplace culture or behaviour.

Precautionary Measures are measures taken in order to minimise the potential for harm to any person arising from a Report of Sexual Misconduct. They are interim measures taken while a Report is addressed and may include suspending a person from using particular parts of the University campus, changes to learning arrangements, or prohibiting a person from speaking or approaching another person. Further information about Precautionary Measures is set out under Procedure 9.

Report means a Disclosure or a Complaint of Sexual Misconduct made to the University.

Respondent means a person whose conduct is the subject of a Report of Sexual Misconduct.

Relevant Area means an area within the University that undertakes the actions outlined in the procedure for a particular matter (see clause 5.4)

Relevant Decision Maker means:

- i. where the Respondent is a current student, an Authorised Officer, as defined in the Student Misconduct Framework;
- ii. where the Respondent is a current staff member, an Area Manager;
- iii. where the Respondent is a Level A to Level D titleholder, an Area Manager;
- iv. where the Respondent is a Level E titleholder, the Vice-Chancellor;
- v. where the Respondent holds the title Emeritus or Emeritas, the University Council;
- vi. where the Respondent is a Deputy Vice-Chancellor / Vice-President, Executive Dean or Head of any Division; the Vice-Chancellor;
- vii. where the Respondent is the Vice-Chancellor, the University Council;
- viii. for all others, any Head of any Division or Faculty, normally being the one with the most relevant connection to the member of the University community in question.

At no time will the Relevant Decision Maker be a person who is named in or connected to the Complaint or who otherwise has a conflict of interest.

Serious Misconduct has the meaning given in the Enterprise Agreement.

Sexual Activity means any activity of a sexual or intimate nature.

Sexual Harassment means an unwelcome sexual advance, an unwelcome request for sexual behaviours, or other unwelcome conduct of a sexual nature, in circumstances where a reasonable person, having regard to all the circumstances, would have anticipated the possibility that the person harassed would be offended, humiliated or intimidated.

Sexual Harassment is unlawful under State and Commonwealth anti-discrimination legislation. A single incident can constitute Sexual Harassment, and the capacity for the conduct to offend, humiliate or intimidate is assessed on an objective basis. The intention of the perpetrator is not relevant to this assessment.

Sexual Harassment can be verbal, non-verbal, written, graphic or physical. Sexual harassment includes but is not limited to:

- i. making unwelcome remarks about a person's appearance or attractiveness;
- ii. asking a person intrusive questions about their relationship or Sexual Activity;
- iii. repeated or inappropriate invitations to go out;
- iv. sending emails with sexual content;
- v. showing a person pornographic pictures e.g. on a phone or computer;
- vi. unwelcome touching, hugging or kissing;
- vii. inappropriate staring or leering;
- viii. sexual gestures; and

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- ix. sexually suggestive comments or jokes.

Sexual Misconduct for the purpose of this Policy means any act of a sexual nature that a person does not Consent to, including:

- i. **Sexual Harassment** (see above);
- ii. **sexual assault (also called rape)**: the forced penetration of a person's vulva or anus by any part of the body of another person, or by any object;
- iii. **unwanted oral sex**: unwanted insertion of the penis into the mouth of another person, or the unwanted use of the tongue or lips on the vulva, penis, scrotum or anus of another person;
- iv. **unwanted sexual touching**: unwanted kissing or touching a person's body in a sexual manner, including unwanted touching of a person's breast or chest, bottom or genitals;
- v. **unwanted sexual acts**: doing, or making another person do, an unwanted act of a sexual nature, including flashing (showing another person one's breasts, bottom or genitals), masturbating, pretending to masturbate, or sending an unwanted still or moving image of a person's genitals;
- vi. **voyeurism**: observing a person who is undressed, using the toilet, showering, bathing or engaged in a sexual act, without their Consent;
- vii. **stalking**: conduct connected to or arising from a current, past or desired sexual relationship that could reasonably be expected to make a person feel frightened or apprehensive, including following another person, loitering outside their home or workplace, interfering with their property, sending them offensive material and communicating with them, or communicating to others about them;
- viii. **recording or distributing an intimate image** of another person without their Consent, including images of a person who is undressed, using the toilet, showering, bathing or engaged in a sexual act. Images may be still or moving, real or fabricated (such as photo-shopped or 'deep fake' images), and may be distributed in person, or by electronic, digital or other means.

Threatening to engage in any of the above conduct may also constitute Sexual Misconduct.

Sexual Misconduct does not include consensual Sexual Activity between adults. Any person engaging in Sexual Activity must ensure that the other person agrees to engage in the Sexual Activity. For the purposes of this policy, a person will be considered to have engaged in Sexual Misconduct towards another person in relation to an incident involving Sexual Activity where:

- i. the other person did not Consent to the Sexual Activity and the first person knew that the other person did not Consent or had withdrawn their Consent; or
- ii. they were recklessly indifferent to the fact that the other person did not Consent or had withdrawn their Consent.

Staff or Staff Member means a person employed by the University.

Student is defined in the [Statutes of the University](#), and means:

- i. a person who is enrolled in, or has deferred enrolment in, or is on formal leave of absence or suspension from, an academic program, a course or a group of courses at or offered by the University or an affiliated educational establishment that leads to a University award;
- ii. a person who is authorised to participate in learning or research training activities of any type at the University; or
- iii. a Student of another educational institution who is authorised to have access to University premises or facilities or both;

and includes a person who was a Student at the time that any misconduct took place.

Student Misconduct Framework means:

- i. Chapter 3 of the Statutes of the University;
- ii. the Student Charter;

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- iii. the Student Misconduct Rules; and
 - iv. the Student Misconduct Policy.

Support Person means an individual who provides emotional support, and can be called upon to attend meetings with a Complainant or Respondent, but may not advocate for, act or speak on behalf of the Complainant or Respondent.

Titleholder means appointees to adjunct, affiliate, clinical, visiting, honorary, and emeritus positions in accordance with the [Titleholder – Conferral of Honorary Roles Procedure](#) or [Award of Emeritus/Emerita Professor, Emeritus Fellow and Honorary University Fellow Titles Policy](#).

Trauma-Informed means understanding, recognising and responding to the impact of trauma, and emphasising physical, psychological and emotional safety and the importance of choice for persons who have experienced Sexual Misconduct.

University means the University of Adelaide.

University Community means Students, Staff, Titleholders, Volunteers, Visitors and Contractors.

University Related Conduct means any conduct that occurs:

- i. at or in connection with any University function, activity or event (whether in person, online or otherwise), including conferences, workshops, camps, field trips, inter-university events, and other social functions; or
- ii. when a person is representing the University in any capacity; or
- iii. during, or in connection with, the performance of duties for the University; or
- iv. using, or is facilitated by, University ICT resources or other equipment referred to in the [IT Acceptable Use and Security Policy](#); or
- v. on, or in connection with, any property owned, leased or occupied by the University (or any entities it controls) or any lands or roads within any University campus; or
- vi. at or in connection with any University owned, managed, affiliated or branded student accommodation. This includes Aquinas College, Lincoln College, St Ann's College, St Mark's College, Kathleen Lumley College and Scape; or
- vii. at or in connection with any activity or event organised by the Adelaide University Union (YouX), Adelaide University Sport, or their affiliated organisations or clubs; or
- viii. during or in connection with Students' clinical, practicum, internship or work experience placements, or while a Student is participating in University approved study at another institution.

Visitor is any person not paid by the University, who is engaged in an activity related to official University business, for which they are granted a Visitor ID card and/or Visitor IT and/or security access, and who is not otherwise a University Student, Staff Member, Titleholder, Contractor or Volunteer.

Volunteer means a person who freely gives their time and expertise for an approved purpose, in order to contribute to an aspect of the University's community.

Procedures approved by Vice-Chancellor and President, 4 November 2022.