



Universitat Ramon Lull

DOCTORAL THESIS

Title **NAVIGATING IN THE SPIDER'S WEB. DEVELOPING RESILIENCE IN THE WAKE OF AN INDUSTRIAL DISASTER IN THE BANGLADESH READY MADE GARMENT SECTOR**

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ABSTRACT

Twenty-first century's global markets differ from their predecessors in the past firstly by multinational corporations' adoption of dispersed production systems in regions where national boundaries no longer protect the ILO and UN Conventions that have traditionally safeguarded workers' Rights.

Secondly, current global markets feature business models that undermine local capabilities to address vulnerabilities derived from labour accidents that often qualify as true *Disasters*.

On the other hand, this global scenario also enables the creation of suitable platforms not only to transfer corporate values (i.e. Code of Conducts of External Manufacturers and Suppliers) and Principles from *North* to *South* –to the local managers of production facilities working in International Buyers' Supply Chains in LDCs- as part of a *co-responsibility exercise*, but also to help local social agents to change often obsolete legal workers' protection systems that date, in many cases, back to *British Raj times*, such as Bangladesh.

This Thesis - **NAVIGATING INTO THE SPIDER'S WEB** - provides an example of such endeavours. It also describes my experience as INDITEX's Global CSR Director (2000-2010) in the creation of a comprehensive, *multi-stakeholder solution* – *The Spectrum Voluntary Relief Scheme* - to manage the negative consequences of a factory collapse in Savar (Bangladesh, 2005), where 65 local workers perished and over 200 people were wounded.

The holistic approach used to build the *solution* captured the wealth of a multi-disciplinary effort that not only assessed the injuries sustained by surviving workers and the financial losses suffered by the Spectrum's deceased workers' families but also explored the consequences of the factory collapse at both institutional and community (macro and micro) levels.

The *relational* nature of the *solution* devised engaged all the stakeholders (*primary* and *secondary*) present at the Spectrum *Disaster* arena by means of a novel notion –*Stakeholder Social Capital* - that had never before been used by either Academics or business practitioners to build a solution to manage a workplace *Accident/Disaster*.

The four *Dimensions* embedded in the notion of *Stakeholder Social Capital* allowed me for the identification of key stakeholders that had to be involved in building the *solution*. Its four *Dimensions* also proved useful to drive a progressive, *Trust-building process* among traditionally confronted stakeholders. This process eventually led to the creation of a valuable *relational good*: *The Bangladeshi Welfare Act (2006)*.

Finally, this effort did not stop at mapping the local vulnerability landscape or at valuating personal damages derived from complex labour *Disasters* in LDCs. Indeed, this Thesis has also set off to find a path for future progress and to explore some of the policy and governance implications from these crises in LDCs, just because there is an urgent need to break away from vulnerability and exclusion patterns that have become pervasive both in LDC factories operating within International Buyers' Supply Chains and in the communities where workers and their families live.

Javier Chércoles
Monasterio de Silos
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My gratitude and admiration to MANUELA and NEIL as conveyed by
the following poem by Luis Cernuda.

*Thank you, my friends,
thank you for your examples.
Thank you, because
you show me that men are noble.
It doesn't matter that just a few are
-one, just one suffices
as undeniable proof
of humankind's nobleness.*

Luis Cernuda, 1936

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ABBREVIATIONS.

ASK	Ain O Salish Kendra (ASK), Legal Aid and Human Rights Organisation.
BGMEA	Bangladesh Garment Manufacturers and Exporters Association.
BKMEA	Bangladesh Knitwear Manufacturers and Exporters Association.
BIGUF	Bangladesh Independent Garment United Federation
BNC	Bangladesh National Coordinating Committee (ITGLWF affiliated)
BNWLA	Bangladesh National Woman Lawyers' Association.
CCC	Clean Clothes Campaign.
Crore	One crore is equal to 100 lakh or 10,000,000 Takas.
CSR	Corporate Social Responsibility.
EU	European Union.
FOB	Freight or Free on Board -ex factory price.
FTRS	Fast Track Relief Scheme (German International Buyers and Cotton Group Scheme)
GSP	Generalised System of Preferences.
ITGLWF	International Textile, Garment and Leather Workers' Federation.
Lakh	A unit of 100,000.
LDC	Less Developed Country.
MFA	Multi Fibre Arrangement.
Naripokkho	Bangladeshi Nor for Profit Organization For Women.
NGWF	National Garment Workers Federation.
RMG	Ready Made Garments.
SETEM	A network of 10 Spanish NGOs working on international issues Which coordinates the Spanish CCC Campaña de Ropa Limpia.
SGRP	Savar Garment Rehabilitation Project (Carrefour Scheme)
VAW	Violence Against Women.

Chapter 1. - Introduction

1.1. BACKGROUND.

The Three Mile Island and Chernobyl atomic accident; Legionnaire's Disease; AIDS, Veteran's Disease (Gulf War) and BSE - Mad Cow Disease; Waco; the Empire State Building and the Alfred P. Murrah Federal Building in Oklahoma City; Black Monday on Wall Street; KAL 007, TWA 800 and the Challenger; the Heizel stadium tragedy and the LA Riots; Concorde and Koersk; the Millennium IT threat or the coming water crisis are prototypes of the modern crisis, comprise a list of crises that did not meet conventional Disaster definitions (Arjen Boin¹ 2005:154).

The Spectrum factory collapse accident (Savar, Bangladesh, 2005) (See Chapter 2) was another *unconventional crisis*. Its nature, complexity, the seriousness of its consequences and, finally, the contribution - *The Spectrum Voluntary Relief Scheme* – (hereinafter the *solution*) *relationally* built by the stakeholders involved, not only to manage the Spectrum's crisis but, also, in the long run, to transform an ineffective and obsolete existing Bangladeshi local legal mechanisms (mostly all of them developed at the time of the *British Raj*) to protect and calculate compensations to injures workers and the families of those deceased, dictated that there could not be a simple approach to resolve it.

Despite its inferior dimensions, the Spectrum accident causes followed those responsible for Hurricane Katrina (Alexander, D.², 2008):

Table 1.1.- Hurricane Katrina vs Spectrum Factory Collapse Accident Causes.

Hurricane Katrina.	Spectrum Factory Collapse.
Impact scenario was ignored and forecasts shrugged off	<ul style="list-style-type: none"> • RAJUK/Cantonment Board was unaware and indifferent to construction of a dangerously unsafe high-rise factory building built within its jurisdiction (The factory was built on a river bank) and • RAJUK/Cantonment Board failed to stop unauthorized construction. In other words, although at the time of the accident there was a specific legislation – Section 39 of the <i>Factories Act (1965)</i> (focused specifically on building safety issues in Bangladesh) was in place, the enforcement of the mentioned legislation was not.
There were weaknesses in the design of the defences and Artificial reliance on these fallible structures.	The Owner neither took RAJUK clearance on the land use plan nor had taken any approval of the building design (five to nine stories ²) according to the report of the five-member RAJUK probe body headed by its member (planning and development) ³ was unaware of the necessity of quality assurance system for such a critical structure.
There were inadequate emergency plan, evaluation and management.	The <i>Building Construction Act (1952)</i> did not recognize construction and occupational safety as an important aspect of building construction.
Lessons from earlier hurricanes such as Ivan had not even learnt.	The lesson from previous labour accidents had not learnt (See Chapter 2. Table 2.1)

Neither the negative consequences derived from the Spectrum accident were different to those suffered by the workers of *Piper Alpha Oil³ accident (1976)*:

1 Boin, A. (2005) From Crisis to Disasters. Towards an integrative Perspective in Perry, E.W. and E.L. Quarantelli (2005) WHAT IS A DISASTER? New Answers to Old Questions FROM CRISIS TO DISASTER: TOWARDS AN INTEGRATIVE PERSPECTIVE. Available at: <http://www.saarc-sadkn.org/downloads/what%20is%20disaster.pdf>

2 Alexander, D. (2008) Integrated Emergency Response: A resilience perspective" presentation to Dealing with Disaster Conference, Putting Resilience into Response Conference, 10 July 2008.

3 *Piper Alpha* was a North Sea oil production platform operated by Occidental Petroleum (Caledonia) Ltd. The platform began production in 1976,[2] first as an oil platform and then later converted to gas production. An explosion and resulting fire destroyed it on 6 July 1988, killing 167 men, with only 61 survivors. The death toll includes two crewmen of a rescue vessel. Total insured loss was about £1.7 billion (US\$3.4 billion). At the time of the disaster the platform accounted for approximately ten percent of North Sea oil and gas production, and was the worst offshore oil disaster in terms of lives lost and industry impact Its direct negative consequences in the lives of those injured workers were noted in the most key diagnostic criteria for post-traumatic stress disorder (PTSD). Noting that it was met by 21% (7/33) of the survivors over 10 years after the disaster. Features such as physical injury, personal experience and survivor guilt were associated with significantly higher levels of post-traumatic symptoms.

- re-employment difficulties for survivors;
- employment problems beyond their psychological and physical injuries, such as experiencing prejudice in the workplace as a result of being a survivor of the *Piper Alpha Disaster*;
- ability to adjust to working offshore again was related to better outcome⁴;
- restriction of social interaction and lessening of interest in their previous leisure pursuits after the *Disaster*, which persisted for many survivors for more than 10 years (Hull Alastair M⁵. *et all*, 2002)

These two examples revealed the need to view the Spectrum *accident* as a *Disaster* and, as such, in terms of *Development*, in order to build the right type of *Development* that would reduce the incidence of *Disasters*.

This approach led me to consider upgrading the accident's nature to the *Disaster* category, based on the following reflection:

As a result of the severe negative consequences of the accident for Spectrum's injured workers and families of those deceased, should this accident be viewed and managed as a Disaster?

1.2. CONTEXTUALIZING SPECTRUM'S ACCIDENT WITHIN THE DISASTER CATEGORY.

In order to address this question, I was forced to explore the meaning of Disaster. Britton, Neil, R⁶. (2005:60) recognized that defining Disaster was not an easy task.

Waugh, W.L.⁷ (2000) also mentioned that the major problem in defining emergency management today is finding the boundaries of the field and the field is as broad as the risks that society faces. Tobin and Montz⁸ (1997: 10) extend these notions to natural, industrial and human disaster, dividing them into those associated with earth, air, fire, water and people.

Difficulties in defining this concept increased by the conclusions were also noted on the works performed by Perry, R.⁹ (1998:214) which stated that many people and groups both define and need definitions of *Disaster*" and that "each group or individual creates a definition with different ends in mind.

(http://en.wikipedia.org/wiki/Piper_Alpha (Last access January 2nd, 2012)

- 4 A large share of the survivors (33%; 12/36) had worked offshore again despite the extent of the disaster and the rates of physical injury. For some this was only for a brief period, but others returned to offshore work within weeks and continued in similar jobs. This might have been the result of a lack of other marketable skills, of the need as reported by survivors to get 'back on the horse' or a re-enactment of the trauma (Van der Kolk, 1989).
- 5 ALASTAIR M. HULL, MRCPsych, DAVID A. ALEXANDER, (Hon) FRCPsych and SUSAN KLEIN, PhD (2002) Survivors of the Piper Alpha oil platform disaster: long-term follow-up study. *British Journal of Psychiatry* 181: 433-438
- 6 Britton, N. R. (2005) What's a word? Opening up the debate in Perry, E.W. and E.L. Quarantelli (2005) WHAT IS A DISASTER? New Answers to Old Questions FROM CRISIS TO DISASTER: TOWARDS AN INTEGRATIVE PERSPECTIVE. Available at: <http://www.saarc-sadkn.org/downloads/what%20is%20disaster.pdf>
- 7 Waugh, W.L. (2000) *Living with Hazards Dealing with Disasters: Introduction to Emergency Management*. NY: M E Sharpe.
- 8 Tobin, G.A. and Montz, B.E. (1997) *Natural Hazards: Explanation and integration*. New York and London. Guilford Press.
- 9 Perry, R.W. (1998) "Definitions and the development of a theoretical superstructure for disaster research," Pp. 197-215. Quarantelli, E. L. (ed.) *What is a Disaster? Perspectives on the Question*. London. Routledge.

Indeed, faced with the lack of a precise definition of *Disaster* to contextualize the Spectrum *accident*, I referred to the definitions initially described by *the International Federation of Red Cross and Red Crescent Societies* (IFRCRCS 2002¹⁰:181):

“... A situation or event which overwhelms local capacity, necessitating a request to national or international level for external assistance ...”

This definition identified two key features that further proved the need to categorize the Spectrum crisis within the *Disaster* category:

- an event that *overwhelms local capacity* and
- calls for *international assistance*.

These two features have also been included in the *Disaster* definitions used in the three following Acts:

Table 1.2.- Disaster Definitions in Foreign Acts.

Act.	Content.
<i>Disaster Relief and Emergency Assistance Act</i> ⁵	... means Disaster ...regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss major disaster assistance under this chapter, hardship, or suffering caused thereby (FEMA ⁶ 2003).
<i>Emergency Management Australia</i> ⁷	“... A serious disruption to community life which threatens or causes death or injury in that community and/or damage to property which is beyond the day-to-day capacity of the prescribed statutory authorities and which requires special mobilization and organization of resources other than those normally available to those authorities. See also accident, emergency and incident...” (Emergency Management Australia ⁸ , 1998: 33).
<i>The Civil Defence Emergency Management Act</i> ⁹ (December 2002)	states “emergency” to mean a situation that: causes or may cause loss of life or injury or illness or distress or in any way endangers the safety of the public or property in New Zealand or any part of New Zealand; and cannot be dealt with by emergency services, or otherwise requires a significant coordinated response under this Act.

Additionally, Alexander¹¹, D. (2008: 25), in his *Disaster* studies, added two additional features that, together with the two mentioned above, helped me outlined a framework to characterize the Spectrum accident as a *Disaster*:

Table 1.3.- Alexander’s disaster definition vs. the Spectrum Accident scenario.

Alexander’s definition.	Spectrum scenario.
“... Any failure to mitigate hazards is shown up in their impacts...”	“...A fully functioning well trained health and safety committee and dedicated and responsive management would have made possible the evacuation of the building...”
“... Corruption is exposed by bringing its consequences to light, for example in the collapse of a badly-built structure during an earthquake...”	Spectrum owner did not have the knowledge of selecting an adequately qualified engineer to design the structure; Spectrum owner was unaware of implication of not appointing a qualified/experienced contractor for execution of the job and Spectrum owner was unaware of the necessity of quality assurance system for such a critical structure.

Definitely, the Spectrum factory collapse was an accident that turned into a *Disaster* on account of the combination of people –*Spectrum workers*- in a hazardous place, at a hazardous moment and without adequate forms of protection (Collins¹², A. E., 2009: 235).

¹⁰ International Federation of Red Cross and Crescent Societies (2002) World Disaster Report 2002: Focus on Reducing Risk. Geneva: IFRC.

¹¹ <http://www.saarc-sadkn.org/downloads/what%20is%20disaster.pdf>

¹² Collins, E. A. (2009) Disaster and Development. Roudledge Perspectives on Development. (London and New York)

However, including the Spectrum accident in the *Disaster* category was still premature. Once again, I was forced to ponder yet another two questions:

Was it possible and coherent to upgrade the accident, (64 deceased and more than 200 injured workers) to the Disaster category in a context characterized by recurrent Disasters with casualties that often exceeded five-digit figures?

In other words,

Was it possible to characterize the Spectrum accident as a Disaster in a geographical location –Bangladesh- that is well-known for having experienced some of the most cataclysmic natural disasters -frequent floods and tropical cyclones (250,000, 138,000¹³ and more than 10.000 people died in 1970¹⁴, 1991 and 2007¹⁵, respectively)?

Noting that in the last century, the deadliest storm in the region was the Great Bhola Cyclone of November 1970 for which the estimated death toll ranged from 350,000 to 550,000.

Cyclone 02BB struck the Chittagong region a few months later on 29 April 1991 and claimed 138,000 lives. Other high death tolls (>10,000) during the 1900s occurred in 1960, 10,000 deaths; 1961, 11,468 deaths; 1963, 11,520 deaths; 1965, 19,279 deaths; 1985, 11,069 deaths.

Since 2000, the deadliest storm to hit Bangladesh was Very Severe Cyclonic Storm Sidr. The official death toll has been given at 3,447 deaths.

However, *Save the Children* estimated shortly after the storm that the number of deaths could be between 5,000 and 10,000, while the Red Crescent Society reported the number could reach 10,000.¹⁶

Therefore, should there be a minimum of property damage and casualties for an event to rank as Disaster, regardless of its location?

This question reminded me that *the loss of just one individual or 10,000 may be equally grave as a disaster for a bereaved individual* (Collins, Andrew¹⁷ E., 2009: 91).

In addition, globalized comparisons of aggregated *Disaster* magnitudes and assumptions of generalized *Vulnerability* inadvertently obscure key concepts such as local experience, understanding and capacity (Lewis, J.¹⁸ 1988).

13 The 1991 Bangladesh cyclone (IMD designation: BOB 01, JTWC designation:02B) was among the deadliest tropical cyclones on record. On the night of 29 April 1991 a powerful tropical cyclone struck the Chittagong district of south-eastern Bangladesh with winds of around 250 km/h (155 mph). The storm forced a 6 metre (20 ft) storm surge inland over a wide area, killing at least 138,000 people and leaving as many as 10 million homeless. http://en.wikipedia.org/wiki/1991_Bangladesh_cyclone (Last entry January 23, 2012)

14 The 1970 Bhola cyclone was a devastating tropical cyclone that struck East Pakistan (now Bangladesh) and India's West Bengal on November 12, 1970. It was the deadliest tropical cyclone ever recorded, and one of the deadliest natural disasters in modern times.[2] Up to 500,000 people lost their lives in the storm, primarily as a result of the storm surge that flooded much of the low-lying islands of the Ganges Delta. This cyclone was the sixth cyclonic storm of the 1970 North Indian Ocean cyclone season, and also the season's strongest, reaching a strength equivalent to a strong Category 3 hurricane. The cyclone formed over the central Bay of Bengal on November 8 and travelled north, intensifying as it did so. It reached its peak with winds of 185 km/h (115 mph) on November 12, and made landfall on the coast of East Pakistan that night. The storm surge devastated many of the offshore islands, wiping out villages and destroying crops throughout the region. In the most severely affected *Upazila*, Tazumuddin, over 45% of the population of 167,000 was killed by the storm. http://en.wikipedia.org/wiki/1970_Bhola_cyclone (Last entry January 23, 2012)

15 <http://www.telegraph.co.uk/news/worldnews/1569832/Bangladesh-cyclone-death-toll-hits-15000.html> (Last access January 23, 2012)

16 <http://www.islandnet.com/~see/weather/events/sigcyclonebangladesh.htm> (Last accessed on January 23, 2012)

17 Ibid.

18 Lewis, James (1988): An open letter in response to confronting natural disasters: An International Decade for Natural Hazard Reduction Natural Hazards Observer XII/4 March.

If the impact of lesser and often unreported disasters could be aggregated, the sum would be as great as any single large *Disaster* in terms of people affected or economic loss.

Thus, while (i) large *Disasters* attract world attention, small ones rarely do (Lewis, J.¹⁹ 1999: 13) and, (ii) in the preface of *International Decade for Natural Disaster Reduction*,²⁰ it was clear that the prevailing concern for *Disaster* magnitude inadvertently obscures and, consequently, tends to exclude *Disasters* of a lesser degree, even though locally these can have a catastrophic impact, such as the Spectrum accident.

Hence, to conclude, it is safe to say that excluding accidents of reduced magnitude and limited consequences from the *Disaster* category in favour of larger catastrophes may not only have immediate, detrimental effects on insiders (Spectrum workers and their families) but also impact affected communities, as their predicaments are depicted as “secondary” in global comparisons. In other words, *small Disasters in small places may have catastrophic proportional impact* (Collins, A. E.²¹ 1999: 13) in local communities.

1.3. MANAGING THE SPECTRUM ACCIDENT AS A *DISASTER* IMPLICATIONS.

What did characterizing the Spectrum accident as a Disaster immediately imply? Were there any practical implications? What contributions may be drawn for academic purposes?

Upgrading the Spectrum accident to the *Disaster* category offered me a chance to build a *relational solution –The Spectrum Voluntary Relief Scheme (the solution)–* from a holistic approach that encompassed theoretical variables as well as economic, social, political and cultural concerns in order to assess the consequences of the non-linear relations of the contextual parameters and the complexity and dynamics of social systems (Cardona, O. D.²² 2004: 51) derived from it.

This *Disaster* categorization also offered me the opportunity to manage the crisis derived from the factory collapse looking it as of combination of *Hazard* and *Vulnerability* together, as detailed by Blaikie²³ *et al* (1994) and further revised for Wisner²⁴ *et al* (2004)

A concept - *Disaster as combination of Hazard and Vulnerability* – needful to capture, in the short run, the multidimensionality of the consequences of the factory collapse which sweep across every aspect of injured workers and families of those deceased lives, impacting their economic, political and biometrical conditions and, in the long run, through the *Vulnerability* concept to incorporate the mentioned multidimensionality into the concrete circumstances of the life that account for a *Disaster*

19 Lewis, J. (1999) Development in disaster-prone places. Studies of vulnerability. Intermediate Technology Publications. London (UK)

20 Created in December 1999, UNISDR is the secretariat of the International Strategy for Disaster Reduction (ISDR). It is the successor to the secretariat of the International Decade for Natural Disaster Reduction with the purpose of ensuring the implementation of the International Strategy for Disaster Reduction (General Assembly (GA) resolution 54/219).

UNISDR is part of the United Nations Secretariat and its functions span the development and humanitarian fields. Its core areas of work includes ensuring Disaster Risk Reduction (DRR) is applied to climate change adaptation, increasing investments for DRR, building disaster-resilient cities, schools and hospitals, and strengthening the international system for DRR.

UNISDR's vision is based on the three strategic goals of the Hyogo Framework for Action: integrating DRR into sustainable development policies and planning, developing and strengthening institutions, mechanisms and capacities to build resilience to hazards, and incorporating risk reduction approaches into emergency preparedness, response, and recovery programmes.

UNISDR leads the preparation and follow-up of the Global Platform for Disaster Risk Reduction, establishment in 2006 (GA resolution 61/198). The Global Platform has become the main global forum for disaster risk reduction and for the provision of strategic and coherent guidance for the implementation of the Hyogo Framework and to share experience among stakeholders. Other areas of work for UNISDR includes issuing the Global Assessment Report on Disaster Risk Reduction every two years, supporting countries in monitoring risk trends and the implementation of the Hyogo Framework for Action, and leading global campaigns on disaster risk reduction for safer schools, safer hospitals and safer cities.

http://en.wikipedia.org/wiki/International_Decade_for_Natural_Disaster_Reduction (last access April 2, 2012)

21 Collins, E. A. (2009) Disaster and Development. Routledge Perspectives on Development. London

22 Cardona, O.M. (2004) The Need for Rethinking the Concepts of Vulnerability and Risk from a Holistic Perspective: A necessary Review and Criticism for Effective Risk Management at Bankoff, G.; Freks, G; Hihorts, D. (2004) Mapping Vulnerability. Disasters, Development and People. in Earthscan (London) pp 51.

23 Blaikie, P., Cannon, T., Davis I. and Wisner, B. (1994) At Risk. First Edition. London Routledge.

24 Wisner, B., Blaikie, P., Cannon, T., Davis I. (2004) At Risk: natural hazards, people's vulnerability and disasters. Second Edition. London Routledge.

(Blaike²⁵ *et al*, 1994, Comfort²⁶ *et al*, 1999; Cutter, S.²⁷, 1996; Hewitt²⁸, 1983)

Disaster Risk Management graphically expressed by the formulae of Blaike²⁹ *et al* (1994) and Wisner³⁰ *et al* (2004) which both state that:

Disaster Risk = Hazard x Vulnerability

Where:

- ***Disaster*** was a product of *Hazard* and *Vulnerability* and, consequently, a statistical probability of damage to a particular element which said to be at risk from a particular source of origin of *Hazard*;
- ***Hazard*** was the potentially damaging (natural or man-made) phenomenon and
- ***Vulnerability*** was the degree of susceptibility to a *Hazard* (van Essche³¹, 1986)

Herein lies the second contribution made by this Thesis –a multi-stakeholder *solution* designed to manage the Spectrum *Disaster's* ensuing crisis and based on the following equation:

SPECTRUM VOLUNTARY RELIEF SCHEME MODEL = f (Hazard, Vulnerability)

Or, more specifically,

SPECTRUM VOLUNTARY RELIEF SCHEME = {Actuarial Dimension (External)} x {Vulnerability Dimension (Internal)}

Where,

- ***Hazard - {Actuarial Dimension}*** - refers to latent danger or/and external risk factor of a system or exposed subject and expressed in mathematical form as the probability of occurrence of an event of certain intensity in a specific site and during a determined period of exposure.

First construct which its practical expression was the *Actuarial Compensation Scheme* (See Chapter 4), jointly designed by all *primary* stakeholders, to calculate pensions to those Spectrum's injured workers and the families of deceased in accordance to *International Insurance Best Practices*.

- On the other hand, ***Vulnerability - {Vulnerability Dimension}*** which is understood as an internal risk factor that is mathematically expressed as the feasibility that the exposed subject or system may be affected by the phenomenon that characterized the *Hazard* and expressed in mathematical form as the probability of surpassing a determined level of economic, social or environmental consequence at certain type and during a certain period of time.

25 Blaike, P.; Cannon, T.; Davis, I. and Wisener, B. (1994) *At Risk: Natural Hazards, People's vulnerability and Disasters*. Routledge, London and New York

26 Comfort, L.; Wisner, B.; Cutter, S.; Pulwarty, R.; Hewitt, K.; Oliver-Smith, A.; Weiner, J.; Forham, M.; Peacock, W. and Krimgold, F. (1999) "Reframing disaster policy: the global evolution of vulnerable communities. *Environmental Hazards* 1: 39- 44

27 Cutter, S. (1996) *Vulnerability to environmental hazards*. Prentice Hall, New Jersey.

28 Hewitt (1983) *Interpretation of Calamity in a Technological age* in Hewitt, K. (ed) *Interpretations of calamity from the viewpoint of human ecology*. Allen and Unwin. Boston

29 Blaike, P., Cannon, T. Davis, I. and Wisner, B. (1994) *At Risk*. First Edition. London. Routledge.

30 Wisner, B., Blaikie, P., Cannon, T., Davis, I. (2004) *At Risk: natural hazards, people's vulnerability and disaster*. Second Edition. London. Routledge.

31 Van Escheche, L. (1986) *Planning and Management of Disaster Risks in Urban and Metropolitan Regions*. International Seminar on Regional Development for Disaster Prevention. UNDR0 (Geneva)

Second construct which its practical expression was the *Purdah Project* (See Chapter 4) designed to evaluate the levels of *Vulnerability* derived from the *Disaster* of those most excluded groups and needful to design monitoring processes to guarantee the free enjoyment process of the compensations received from the *Actuarial Compensation Scheme*.

This model enabled me to conceptualize the *Spectrum Disaster* as a *social* rather than *physical event* and, consequently, to manage the *results of human actions* rather than a physical event and, as such, the manifestation of the Vulnerabilities of a *social complex system (the spider web)*

Managing the *Spectrum Disaster* as a social rather than *physical event* meant, following Quarantelli,³² E. (1986):

- emphasizing internal factors rather than external factors;
- understanding the *Disaster* as a social phenomenon, and
- inviting all stakeholders involved to develop national and social policies and programs to reduce societal Vulnerabilities in the aftermath of a labour accidents/*Disasters*.

In short, handling a workplace accident as large and complex as that of the Spectrum factory collapse from a *Disaster*-based perspective implied me analyzing:

How to incorporate the Disaster Vulnerability derived from a labour accident/Disaster into the common agenda of the main stakeholders involved?

How, in my capacity as CSR Director, to best engage key stakeholders (primary and secondary) in solving the crisis derived from the Disaster, building on a common and sustainable goal: Development?

How to turn Development into a shared tool –a common good- to be used by all stakeholders to prevent Disasters at International Buyers' production facilities in Developing Countries such as Bangladesh.

1.4. DRIVING THE SPECTRUM DISASTER CONSEQUENCES WITHIN THE STAKEHOLDER SOCIAL CAPITAL THEORY.

The third Thesis contribution lays in offering a conceptual framework – the Stakeholder Social Capital - key to study – The Spectrum Disaster - based on its impacts and consequences for individuals, families and groups of people within a specific social time and geography - Spectrum's arena – and, in a particular culture and religion.

I knew that the sustainable *solution* to the *Spectrum Disaster* should be built on an innovative *relational multi-stakeholder* framework that captured the complexity of social, cultural and religious relations - *the spider web*- surrounding the collapsed factory and extending to the communities where Spectrum injured workers' families live.

A complexity – *Disasters* - traditionally recognized by most authors on this topic (Collins³³, A. E., 2009: 85) and Rosenthal, U. (1998³⁴: 150) who also mentioned that characteristics, conditions and consequences and those that occur without a clear cut single natural hazard trigger.

³² Quarantelli, E. (1986) Planning and management for the prevention and mitigation of natural disasters, especially in a metropolitan context: Initial questions and issues which need to be addressed. Planning for Crisis Relief. International Seminar; United Nations Centre for Regional Development (Nagoya)

³³ Collins, E. A. (2009) Disaster and Development. Routledge Perspectives on Development. London

³⁴ Rosenthal, U. (1998) Future Disasters, Future Definitions in Quarantelli, E.L. (ed.) What is a Disaster? Perspectives on the question. London Routledge pp 146-159.

Complexity forced me to superseed those traditionally simplistic *responses to Disasters and their causes* (Lewis³⁵, 1999: 162)

This complex crisis featured traits that resembled those of *complex systems*, previously studied by Byrne, D. (1998³⁶, 2002³⁷) and characterized by:

- the whole system was not reducible to its parts, and was not predictable from its constituent elements. In other words, Spectrum's deceased and injury workers and the negative collateral impacts in their lives did not exist separately from each other;
- paths and modes of change, development and growth could be very sensitive to initial conditions; In other words, the Spectrum's Widows capacities to free enjoy the compensations received to those most vulnerable groups from were conditioned by the living conditions previous to the *Disaster*;
- networks, interactions and processes were as important in understanding the whole as discrete elements. In other words, the solution and other similar ones in the future would only prove sustainable with a reasonable understanding of their underlying internal and external causes, as well as a knowledge of the role played by individual stakeholders in them;
- Phase shifts (or thresholds) may arise where a significant change of state occurs often over an extremely short period of time and often unpredictably given initial conditions. In other words, most Spectrums Widows were shunned from their marital homes by household heads.

In fact, this complexity first dawned on me after the Neil Kearney's³⁸ (ITGLWF) call (April 2005).

In that telephone conversation, Neil called me, as INDITEX's global CSR director, of INDITEX's CSR, a *merchant of death* because my corporation had manufactured clothes in a factory whose collapse had killed more than 60 workers.

Since then, I learnt that planning for *Disaster reduction* should involve everybody, requiring the identification of the roles of different stakeholders and the systematic representation of plans to funders and implementers (Collins A. E³⁹, E. (2009: 6)

Managing *Spectrum Disaster* in this complex scenario implied me to design an *relational* intervention model – *The Spectrum Voluntary Relief Scheme* – which, built from an entrepreneur perspective, exceeded those traditional approaches based on “*hub and spoke*” relationships where the company is not the centre and its is at the same distance to stakeholders⁴⁰ (Garriga, E⁴¹. 2011: 329) and the firm – INDITEX – should respond to an interaction of the multiple influences from the entire stakeholders involved in the crisis rather than dyadic interactions⁴².

35 Lewis, J. (1999) Development in disaste-prone places. Studies of vulnerability. Intermediate Technology Publications. London (UK)

36 Byrne, D. (1998) Complexity Theory and the Social Sciences. London: Routledge.

37 Byrne, D. (2002) Interpreting Quantitative Data. London: Sage Publications.

38 General Secretary of International Trade Garments Workers and Leather Federation. Passed away on December 2009.

39 Collins, E. A. (2009) Disaster and Development. Routledge Perspectives on Development. London

40 Stakeholders are “those groups without whose support the organization would cease to exist. : (Freeman, R. Edward; Reed, David L.. 1983: 88-106)

Stockholders and Stakeholders: A new perspective on Corporate Governance. By: Freeman, R. Edward; Reed, David L.. California Management Review, Spring83, Vol. 25 Issue 3, p88-106

41 Garriga, E. (2011) Stakeholder Social Capital: A new Approach to Stakeholder Theory. Business Ethics: A European Review. Volume 20. Number 4.

42 The strategy pursued jointly by Carrefour and Friendship to solve this crisis provides an example of this dyadic behaviour. Their Friendship Project (see Chapter 3) practi-

Based on that, I could only build a *solution* for this *Disaster –The Spectrum Voluntary Relief Scheme–* on the basis of the theoretical framework offered by the equation **Disaster = Hazard x Vulnerability**, through a *relational* framework promoting *Trust, Cooperation* and *Collective Action* among traditionally confronted stakeholders.

This confrontational scenario was clearly described by Neil Kearney upon his return from his trip to the accident's site (see Chapter 2) in May, 2005:

“... The tragedy is a combination of a desperate race for competitive advantage in a liberalised trade environment and the inaction of the public authorities in ensuring safe working conditions. The information available suggests that firstly, the factory should never have been built in such a location –and certainly not a nine-storey building- and secondly, workers should not have been working at that time...”

Some would say this is the inevitable consequence of the race to the bottom now underway as a result of unregulated trade in textiles and clothing. It is difficult to consider this as anything less than the murder of the workers involved...” (ITGLWF, 2005)

Cooperative behaviour was also a necessary feature to overcome *incensed* stances adopted by some Local Civil Society representatives who demanded, among other things, the death penalty for the Spectrum owners:

“...On the 9th May a rally was organised by Jatiya Garments Sramik Jote at Muktangaon in the capital. Speaking at the rally, Shirin Akhtar of Karmojibi Nari welcomed the arrest of the owner but insisted that the government impose the death penalty ...” (Daily Star⁴³, 2005)

In a nutshell, the *Social Capital* concept hinges on three axis -*Trust, Cooperation* and *Collective Action*.

While there is no widely accepted definition for *Social Capital* –primarily and most likely, as a result of its “elastic” notion (Hirsh and Levin⁴⁴, 1999)- and despite *its rich yet imprecise content* (Narayan and Prichett⁴⁵, 1999: 62) and its metaphorical nature (Burt⁴⁶, 1992), *it has been traditionally focused on social relationships* (Garriga⁴⁷, E. 2011: 331) and defined as “... *the goodwill available to individual groups. Its source lies in the structure and content of the actor's social relations...*”

These three axis -*Trust, Cooperation* and *Collective Action*– have been widely included in Academic *Social Capital* definitions (see Chapter 3) and specifically featured in Leana & Pill's definitions⁴⁸:

- *Organizational Social Capital: Social Capital* as realized by members' collective actions and *Trust*, which creates value by facilitating collective action (Leana & Van Buren⁴⁹,

cally did not include any of the stakeholders present in the accident's arena.

43 <http://www.thedailystar.net/law/2005/07/01/investigation.htm> (last access February 2, 2010)

44 Hirsch, P., and Levin, D. (1999), “Umbrella advocates versus Validity Police: A Life-Cycle Model,” *Organization Science*, 10: 199–212.

45 Bourdieu, P. (1985), *The Forms of Capital*. In J. G. Richardson (Ed.), *Handbook of Theory and Research for the Sociology of Education*: 241–258, New York: Greenwood.

46 Burt, R. (1992), *Structural Holes: the Social Structure of Competition*, Cambridge MA: Harvard University Press.

47 Ibid.

48 Also quoted by Garriga, E. (2009, 2011)

49 Leana, C. and Van Buren, A. (1999) ‘Organizational social capital and employment practices’. *Academy of Management Review*, 24:3, 538–555.

1999: 530).

- *External Social Capital*: Another kind of *Social Capital* created by networks across companies and their external stakeholders, providing benefits to suppliers and allies (Leana & Pill⁵⁰, 2006).

However, while this concept –*Social Capital*– had already been studied by Academia -mainly, in:

- Organizational Studies (Tsa & Ghosal⁵¹, 1998);
- Stakeholders Theory (Adler & Kwon⁵², 2002);
- Stakeholders Management (Boutillier, 2007⁵³, 2009⁵⁴, Maak⁵⁵, 2007);
- leadership and its networking influence (Balkundi⁵⁶ et al, 2007) and
- the significance of some relationships among stakeholders in *Social Capital* creation (Maak⁵⁷, 2007),

This concept suffered from several shortcomings, namely:

- it had never been used to articulate or implement Corporate Social Responsibility models;
- its scope had been traditionally focused on studying its influence in some corporate activities developed by Small and Medium-Sized Enterprises (SMEs) (Spencer *et al*⁵⁸, 2003) and, finally,
- it had never been scaled for larger companies (Jenkins⁵⁹, 2006).

Looking at the three above-mentioned flaws, ***I wondered if it concept would be appropriate to build an intervention framework based on a notion –Social Capital- used mainly in studies on SMEs that did not take into account the significance of values and norms shared by stakeholders?***

To address the first shortcoming in this notion, I rose to a new challenge that accounted for a new contribution to Academia: breaking new ground to scale this concept and, eventually, its application in other complex experiences involving large multinationals by using a new concept -*Social Capital*- that, to date, had never been used or developed to solve complex

50 Leana, C. and Pil, F. (2006) 'Social capital and organizational performance: evidence from urban public schools'. *Organization Science*, 17:3, 353–366.

51 Tsai, W. and Ghoshal, S. (1998) 'Social Capital and value creation: the role of intra-firm networks'. *Academy of Management Journal*, 41:4, 464–476.

52 Adler, P. and Kwon, S. (2002) 'Social capital: prospects for a new concept'. *Academy of Management Review*, 27:1, 17–33.

53 Boutillier, R. (2007) Social Capital in firm-stakeholder networks'. *Journal of Corporate Citizenship*, 26, 121–134.

54 Boutillier, R. (2009) Stakeholder Politics: Social Capital, Sustainable Development and The Corporation. Shef- field: Greenleaf.

55 Maak, T. (2007) 'Responsible leadership, stakeholder engagement, and the emergence of social capital'. *Journal of Business Ethics*, 74:4, 329–343.

56 Balkundi, P., Kilduff, M., Barsness, Z. and Michael, J. (2007) 'Demographic antecedents and performance consequences of structural holes in work teams'.

57 Ibid.

58 Spence, L., Schmidpeter, R. and Habisch, A. (2003). Assessing social capital: small and medium sized enterprises in Germany and the UK'. *Journal of Business Ethics*, 47:1, 17–29.

59 Jenkins, H. 2006. 'Small business champions for corporate social responsibility'. *Journal of Business Ethics*, 67:3, 241–256.

crises in production facilities involved in International Buyers' Supply Chains in Low Developing Countries (LDC).

Tackling the second limitation required an intervention strategy that, capturing the *relational* essence of the *Social Capital* notion, accommodated stakeholders' principles and values, thus standing out among other perspectives and Theories of Management (Garriga⁶⁰, E. 2011: 331) –that is, using the so-called *Stakeholders' Theory*.

As opposed to some studies on *Social Capital*, primarily focused on analyzing the role of Suppliers as providers of resources (Garriga⁶¹, E., 2011: 331), this Management Theory provided a means to analyze this traditional relationship from a perspective based on the values and principles guiding the operations of stakeholders present at the Spectrum *Disaster* arena.

This differentiating attribute –value-based management- has been taken into account by Phillips⁶² et al (2004: 481), who stated that:

"... Stakeholders Theory is different because it explicitly addresses moral as a key feature of managing organizations and values and morals are precisely what are missing from many theories of strategic management..."

The *Stakeholder Theory* offered me a framework that could capture the relationships developed among stakeholders at the *Disaster* scene from a new standpoint -*that of companies' role in society, which involves considering stakeholders' relationships while taking into account their intrinsic value and respecting them* (Freeman⁶³, 1984).

Indeed, this new approach implied viewing agents present at the disaster area -local and international Trade Unions representatives, NGOs, Human Rights organisations and International Buyers conducting outsourcing operations at the collapsed factory- in the light of their contribution to Society.

1.5. MANAGING THE SPECTRUM DISASTER WITH STAKEHOLDER SOCIAL CAPITAL.

After exploring the above-mentioned issues, new questions surfaced me, with answers that, by themselves, provided new contributions both for Academia and management practice.

What did building an intervention strategy on a framework based on the Stakeholder Social Capital Theory imply?

What foundations (dimensions) would this strategy rest on?

The first question required a look at the definition of *Stakeholder Social Capital* as *"... the goodwill that arises from the pattern of social relations (multiple and dense) between the firm and its stakeholders realized through member's meta-purpose goals and share Trust contributes to the common good of both the stakeholder network and society ..."* (Garriga⁶⁴, E. 2011: 337).

Thus, its application –the *Stakeholders Social Capital*- implied not only building a *relational* intervention built on a broad *Social Capital* notion that allowed for *Trust-building* among formerly confronted stakeholders (See Chapter 2), but also developing a joint *solution*, engaging all *primary* stakeholders

⁶⁰ Ibid.

⁶¹ Ibid.

⁶² Phillips, R., Freeman, E. and Wicks, A. (2003) What stakeholder theory is not. *Business Ethics Quarterly*, 13:4, 479–502.

⁶³ Freeman, R. 1984. *Strategic Management: A Stakeholder Approach*. Boston, MA: Pitman.

⁶⁴ Ibid.

and factoring in their shared Principles and Values (see Chapter 3).

In other words, pursuing a strategy to solve the complex crisis derived from the collapse of the Spectrum factory based on *Stakeholder Social Capital* meant that only stakeholders' relationship that have certain social values could be called *Stakeholders Social Capital*.

This distinguishes, for example, the *Stakeholder Social Capital* from other meanings of positive relationships – *win-win* relationships - or other types of relationships. (Garriga⁶⁵, E. 2011: 333).

To tackle the second question, it was necessary:

- **First**, to understand the wealth of this notion, based on the meaning held by its *Dimensions*, and
- **Second**, to build a *joint solution* – *The Spectrum Voluntary Relief Scheme*– that encompassed those *Dimensions*.

Finally, was it possible to easily identify these Dimensions?

While the multi-dimensional nature of this concept –like its definition- turned out to be imprecise, Putman⁶⁶ (1993) identified civil networks and *Trust* as its components, while Nahapiet and Ghosal⁶⁷ (1998) described three *Dimensions* -(i) *Structural*, (ii) *Cognitive* and (iii) *Relational*, I found an answer to this question in the work done by Garriga⁶⁸, E. (2011), where she concluded that, additionally to the three mentioned *Dimensions of Social Capital (Structural, Relational and Cognitive)*, a fourth one –the *Evaluative Dimension*- should be specifically designed to underscore the Stakeholders Theory's inherent Principles and Values.

Thus, the *Stakeholder Social Capital* should be viewed as having four *Dimensions*:

- *Structural*;
- *Relational*;
- *Cognitive* and, finally,
- *Evaluative*.

Finally, a *Stakeholder Social Capital concept* allowed me, later on, to articulate the First Thesis Proposition:

... Approaching to the complex scenario where the crisis derived from the Spectrum factory collapse unfolded requires the design of a multi-stakeholder and relational intervention strategy.... “

65 Ibid.

66 Putman, R. 1993. *Making Democracy Work: Civic Traditions in Modern Italy*. Princeton, NJ: Princeton University Press.

67 Nahapiet, J. and Ghoshal, S. 1998. 'Social capital, intellectual capital, and the organizational advantage'. *Academy of Management Review*, 23:2, 242–267.

68 Ibid.

1.5.1. THE STRUCTURAL DIMENSION OF STAKEHOLDER SOCIAL CAPITAL AND ITS IMPLICATIONS IN MANAGING THE SPECTRUM VOLUNTARY RELIEF SCHEME

Considering that *Disaster management* should involve everybody and require the identification of stakeholders' roles (Collins Andrew⁶⁹, E., 2009: 6), the intervention strategy pursued by the *Spectrum Voluntary Relief Scheme* should follow that path.

To this end, I relied on the first *Dimension of Stakeholder Social Capital* to serve as a framework to assess the capacity to structurally connect the firm –INDITEX– to those stakeholders involved by the negative consequences of the crisis, using metrics that captured relationship *Density*, *Connectivity* and *Multiplicity* in order to characterize existing relations.

Mapping this network comprised by key *primary stakeholders* and following the model described by Abrahamsson and Nilsson⁷⁰ (1995), the next step was to initiate a “*changing process*” based on their respective *Hazard*, *Vulnerability* and *Capability* at global, regional, local, community, household and individual (Spectrum's Widows and their children) levels, as noted in the Table 1.4 below:

Table 1.4.- Disaster multilevel development analysis.

Level.	Multi-levelled Development Analysis by Abrahamsson & Nilsson (1995)	Multi-levelled Development Analysis by the Thesis.
International.	Global Processes of Change	Using International Dialog Platforms (i.e. ETI and Better Work) to engage other International Buyers (The Gap, Inc.) in the Spectrum Disaster crisis resolution, turning those platforms into instruments to change International Buyers' Supply Chain purchasing structures and practices.
Regional,	Regional Process of Change.	Relying on the experience drawn from the <i>solution</i> and the Bangladesh Welfare Act (2006) to replicate the <i>solution</i> 's experience in other INDITEX Clusters ¹⁰ (i.e. India, Morocco, Turkey and Cambodia, mainly)
State National	National development	Fostering the creation of <i>safety nets</i> for the RMG Industry.
Local	Social structures and Group behaviour.	Using International Buyers' Supply Chain to promote and protect Spectrum Widows' Rights.
Individual	Personal development and perceptions.	Develop the role of <i>agency</i> of the Widows to fight against social exclusion (<i>Purdah</i>)

Finally, this *Stakeholder Social Capital Dimension* proved key not only to create instruments that enabled me to manage the Spectrum factory collapse crisis but also to articulate the Second Thesis Proposition:

“... To manage the HAZARD (Actuarial) Dimension of the Scheme⁷¹ implies to develop jointly tools between primary stakeholders resulted from a combined process of difficulty and gradual accumulation of Trust between themselves...”

1.5.2. RELATIONAL DIMENSION OF STAKEHOLDER SOCIAL CAPITAL

This second *Dimension of Stakeholder Social Capital* reflects how relationships are understood as a history of interactions between stakeholders characterized by *Trust*, *Reciprocity* and *Emotional Intensity* (Bolino⁷² et al, 2002 and Moran⁷³, 2005)

⁶⁹ Ibid.

⁷⁰ Abrahamsson, H. and Nilsson, A. (1995) Mozambique: the troubled transition – from socialist construction to free market capitalism. London: Zed Books.

⁷¹ SPECTRUM VOLUNTARY RELIEF SCHEME = {Hazard} x {Vulnerability} = {Actuarial Dimension (External)} x {Vulnerability Dimension (Internal)}

⁷² Bolino, M., Turnley, W. and Bloodgood, J. (2002) Citizenship behavior and the creation of social capital in organizations. *Academy of Management Review*, 27: 4, 505-522

⁷³ Moran P. (2005) Structural vs. relational embeddedness: social capital and managerial performance. *Strategic Management Journal*, 26: 1. 1129-1151.

I used the *Relational Dimension* to justify my decision to engage *secondary* or *moral* stakeholders (Clarskon⁷⁴; 1995) -and, consequently, *disconnected and isolated in decision-making processes* but necessary to build *new inter-organisation links* in *Disaster* crisis management.

These *secondary* stakeholders -social actors- proved necessary to:

First, address the second *Stakeholder Social Capital Dimension -Vulnerability Dimension⁷⁵* in the intervention model, not only to capture the multidimensional *Vulnerability* derived from the *Disaster* (Oliver- Smith⁷⁶, 11) itself, but also the individual *Vulnerability* that characterized groups at social exclusion risk (i.e. Spectrum Widows and Children, specially their daughters).

Being this *Vulnerability* construed as the characteristics of a person or group in term of their capacity to anticipate, cope with, resist and recover from the impact of a natural Hazard. It involves a combination of factors that determine the degree to which someone's life and livelihood is put at risk by a discrete and identifiable event in nature or in society (Blaikie, P⁷⁷et al, 1994)

Second, drawing from the *Vulnerability* definition used by Blaikie, P⁷⁸et al (1994), to assess the *capacity* of Spectrum Widows and their children as synonymous to *capability*, which proves crucial to ensuring progress towards poverty reduction (Collins, Andrew ⁷⁹, E. 2009).

This goal, as currently understood in *Disaster Reduction* studies (Collins⁸⁰ 2009: 103), turned the focus of the *solution's* strategy to *Resilience* rather than just *Disaster Response* and *Recovery* and forced me to change the initial equation, using the one posited by Blaikie⁸¹ et al (1994) and Wisner⁸² et al (2004):

SPECTRUM VOLUNTARY RELIEF SCHEME = {Actuarial Dimension (External)} x {Vulnerability Dimension (Internal)} = Hazard x Vulnerability= Hazard x Vulnerability/Capacity.

Third, on more general terms, to include *gender* as a component of the solution implementation strategy, and, consequently, to guarantee Spectrum Widows' free enjoyment of compensations in a complex scenario, where, according to the *2000 UNFPA⁸³ Report, Wife Abuse in Bangladesh* was the most common but least reported crime⁸⁴.

Fourth, to turn the Spectrum *Disaster* arena into a prime setting not only to deploy short-term efforts to protect, foster and advocate women's rights but also to drive processes intended to move from a notion of women's needs to women's Rights (Enarson and Fordham⁸⁵, 2002), specifically those recognized in the *1993 Convention to the End Discrimination Against of All Women⁸⁶ (CEDAW)*.

74 Clarkson, M. (1995), "A Stakeholder Framework for Analyzing and Evaluating Corporate Social Performance," *Academy of Management Review*, 20: 92-117.

75 SPECTRUM VOLUNTARY RELIEF SCHEME = {Hazard} x {Vulnerability} = {Actuarial Dimension (External)} x {Vulnerability Dimension (Internal)}

76 Oliver-Smith, A. (2004) *Theorizing Vulnerability in a Globalized World: A Political Ecological perspective* at Bankoff, G.; Freks, G; Hihorts, D. (2004) *Mapping Vulnerability. Disasters, Development and People*. in Earthscan (London) pp 11

77 Blaikie, P.; Cannon, T.; Davis, I.; Wisner, B. (1994) *At Risk: Natrural Hazards, People's Vulnerability and Disasters*. Routledge. London and New York.

78 Blaikie, P.; Cannon, T.; Davis, I.; Wisner, B. (1994) *At Risk: Natrural Hazards, People's Vulnerability and Disasters*. Routledge. London and New York.

79 Ibid.

80 Ibid.

81 Blaikie, P., Cannon, T. Davis, I. and Wisner, B. (1994) *At Risk*. First Edition. London. Routledge.

82 Wisner, B., Blaikie, P., Cannon, T., Davis, I. (2004) *At Risk: natural hazards, people's vulnerability and disaster*. Second Edition. London. Routledge.

83 The UNFPA Report and Ishrat Shamin. *Case Study on Violence in the Family*. A report prepared by Shamim, presently professor, Department of Sociology, Dhaka University, July 1997.

84 The UNFPA Report stated that 47% of Bangladeshi women experience physical assault by husband and men: "in Bangladesh, the gender based violence is endemic and it takes place in various forms such as wife-beating, rape, acid throwing, trafficking, sexual harassment as well as verbal and psychological abuse.

85 Enarson, E. and Fordham, M. (2002) From women's needs to women's right disasters. *Environmental Hazards*, 3: 133-136.

86 <http://www.unhcr.org/refworld/pdfid/3ae6b3970.pdf> (last access February 2, 2010)

Additionally, on a more practical note, the intention was to build processes that may address the following question:

Was it possible to use a labour accident at a production facility to promote Millennium Development Goals (MDG) from an entrepreneurial perspective?

An illustrative breakdown of links between the *MDG* and the impacts derived from Spectrum's *Disaster* is as follows:

Table 1.5.- Breakdown of links between MGD Objectives and Impacts from Spectrum Disaster.

	MDG	Direct Impacts.	Indirect Impacts.
1.	Eradicate extreme poverty and hunger.	Damage productive assets and human losses reduce livelihood sustainability.	<ul style="list-style-type: none"> Negative macroeconomic impacts sustainable growth, reputation of the most strategic industrial sector of Bangladesh (the RMG) and, consequently, poverty reduction.
2.	Achieve universal primary education.	Accident consequences interrupt schooling to those most vulnerable groups: orphan girls.	Labour accidents reduce household assets making the schooling less affordable being girls, probably the most negative affected group.
3.	Promote gender equality and empower women.	Widows bear the brunt of distress coping strategies (i.e. reduce access to the compensations given by International Buyers (Friendship Scheme)	<ul style="list-style-type: none"> Emergency and relief Schemes given by International Buyers reinforced existing power structures – <i>Purdah</i>¹¹ System – which marginalized the Spectrum's Widows and Domestic violence arose in the wake of the Spectrum accident.
4.	Reduce child mortality.	Orphans –especially Spectrum girls– were most at risk.	<ul style="list-style-type: none"> Household depletion as a result of the accident made food and medicine less affordable.
5.	Improve maternal health.	Pregnant women of those injured and deceased workers were often at high risk and negative consequences of the accident can weaken women's health.	<ul style="list-style-type: none"> The <i>Disaster</i> increased pregnant women responsibilities; workloads created stress for mothers and, finally, household asset depletion made food and medicine less affordable.
6.	Combat HIV and Aids malaria and other diseases.	Poor health and nutrition following the accident weakens immunity.	<ul style="list-style-type: none"> Impoverishment and displacement from former family homes can increase exposure of disease and disrupt health care.

Source: DIFD⁸⁷ (2006), Collins Andrew E⁸⁸. (2009: 18) and the Author.

Fifth, to engage them in promoting and enhancing Women Rights at grass root level (mainly, BNWLA y Naripokkho)) to explore setting up an specific RMG system of *safety net* where putting in practice some of the International Conferences Goals related to Women Rights, from a *relational* perspective.

In a nutshell, pursuing a *relational*, multi-stakeholder strategy to solve the complex crisis that unfolded as a result of the Spectrum *Disaster* implied developing an initial meta-purpose goal, *freedom-oriented development*, engaging stakeholders initially viewed as *secondary*.

Indeed, it was necessary for development *recipients* –the Spectrum Widows- to participate as *agents* rather than *passive recipients*” in the compensation process derived from the Scheme. To that end, following Drèze and Sen⁸⁹ (1995), all stakeholders had to work together to build a number of *capabilities* that facilitated:

“ ... a process of growth of the real freedom that people enjoy ...”

Following Collins, Andrew⁹⁰, E. (2009) this second *Stakeholder Social Capital Dimension* did not only allow me to link poverty reduction, health, rehabilitation, human rights, environment, good governance with the heart of the *MDG*, but also to interconnect the mentioned *solution*'s strategy at the core of re-

87 DFID (Department of International Development) (2006= Reducing the Risk of Disasters: Helping to achieve sustainable poverty reduction in a vulnerable world: a DFID policy paper. London DIFD.

88 Ibid.

89 Dreze, J. and Sen A. K. (1995), India: Economic Development and Social Opportunity, Delhi: Oxford University Press.

90 Ibid.

ducing the risk of *Disaster* at the facilities of the Suppliers which comprised the Supply Chain of one of the biggest International Buyer in the world.

Finally, this second *Stakeholder Social Capital Dimension* allowed me to articulate the Third Thesis proposition:

“...To guarantee the free disposition of solution compensations by vulnerable groups trapped in social and cultural through the “Vulnerability Dimension of the solution”⁹¹, it is necessary to build support processes managed by secondary stakeholders present in their communities of residence...”

1.5.3. COGNITIVE DIMENSION OF STAKEHOLDER SOCIAL CAPITAL (META-PURPOSE GOALS)

Since the beginning, the *Spectrum Voluntary Relief Scheme's meta-purpose goals* did not only match the principles⁹² that served as a foundation for the INDITEX' s CSR model –approved by its Board in February 2001- but also a broad *Development*⁹³ notion required to ensure that all workers in its Supply Chain factories and their families in their communities enjoyed more *Freedom* (opportunities) to live the lives they value.

A *good life* is free from such things as poverty, political oppressions and inequalities.

“... A Development in which Freedom is the primordial axis enabling us to encourage the role of the working woman both in the factories which make up the INDITEX' s “production chain” and in the communities in which their families live, as essential factors for social change...” (INDITEX' s Sustainability Report 2009⁹⁴: 89).

Two axis: (i) Freedom as central axis of Development both as an ultimate end and a principal means with intrinsic and instrumental value respectively (Sen, 2000⁹⁵) and (ii) Development which is the result of an increase in certain capabilities in which the level of income does not exclusively constitute the key indicator and, on the contrary, other variables are relevant, such as the enjoyment of a long and decent life, deriving from the exercise of employment which is respectful of Fundamental Human and Employment Rights, and free, in a peaceful and safe community.

Capabilities also needful to enhance to those most vulnerable and excluded groups (i.e. the Spectrum Widows and their children):

- their self-esteem through promoting the role of the *Agency* of the Widows in the *Scheme* compensation process because, following Sen⁹⁶ (2000: 234), to improve women welfare must be based on their own *agency* in order to achieve the change and, simultaneously,
- their empowerment advancement of the Spectrum' s Widows, including the right to *Free-*

91 SPECTRUM VOLUNTARY RELIEF SCHEME = {Hazard} x {Vulnerability} = {Actuarial Dimension (External)} x {Vulnerability Dimension (Internal)}

92 INDITEX' s Internal Code of Conduct hinges on the following principles:

“...All INDITEX operations will unfold within ethical and responsible boundaries. All individuals and organisations directly or indirectly associated to INDITEX in any labour, economic, social or industrial relationship will be treated in a fair and dignified manner. All INDITEX activities will be conducted in the most environmentally-friendly manner possible...”

In addition, the section on Society of INDITEX' s Internal Code of Conduct states that:

“...INDITEX is committed to collaborating with the local, national and international communities where it operates...”

http://www.inditex.es/es/responsabilidad_corporativa/social/codigo_conducta (accessed on February 21, 2011).

93 Within (i) the factories which comprise its Supply Chain: Enhancing, promoting and respecting the ILO concept of Decent Work and, simultaneously, (ii) the communities where the women workers live the concept of agency.

94 www.inditex.com (Last entry December 15, 2010)

95 Sen A. (2000), *Development As Freedom*, New Delhi: Oxford University Press.

96 Ibid.

dom of thought, thus contributing to the moral, ethical and intellectual needs of the Widows and their Children, individually or in their communities with others and thereby guaranteeing them the possibility of realizing their full potential in Society and shaping their lives in accordance with their own aspirations (*Fourth World Conference on Women Beijing Declaration:13⁹⁷*)

Both the CSR approach (at corporate macro-level) that I designed as CSR Global Director and the *solution*'s implementation strategy (micro-level) were totally aligned with the Bangladeshi Constitution and, in particular, with its Preamble, where it was clearly stated that:

"It shall be a fundamental aim of the state to realise through the democratic process a socialize human rights and freedom, equality and justice, political, economic and social, will be secured for all citizens ..."

Two key concepts - *Justice* and *Equality* - also recognised in some of its 18 Constitutional Fundamental Principles and, specifically, in those linked to:

- Fundamental Principles Relating to Economic Wellbeing, particularly, those related to:
 - *The Eradication of Social and Economic Inequality* (Art. 19⁹⁸ (1 and 2)), treating equally all those entitled to the Scheme, regardless of the working accident suffered, their working post before the Spectrum accident and, finally, their religious beliefs (i.e. Muslim, Hindu or Christian⁹⁹), cast and/or political views;
 - *The Equitable Distribution Of Wealth Among Citizens*, with special attention to those "most vulnerable groups" (i.e. Widows and their Children);
 - *A Constant Increase Of Productive Forces Through Planned Economic Growth* (Art. 15¹⁰⁰), conceiving the Scheme/ Act (2006) as a potential new source of competitive advantages Bangladeshi RMG and, finally,
 - the implementation of the Right To Public Assistance In Cases Of Undeserved Want Arising From Unemployment, Illness Or Disablement Of Suffered By Widows Or Orphans Or In Old Age, Or In Other Such Cases.
- *Fundamental Principles Relating to Social Being*, particularly, those related to Emancipation Of Peasants And Workers From All Forms Of Exploitation (Art.14¹⁰¹), granting to workers and their families the right to benefit from compensations after any serious and/or fatal working accident, in compliance with the International Insurance Standards and, specifically, to Ensure Equality Of Opportunity To All Citizens (Art. 19¹⁰²) by guaranteeing equal treatment of this type of compensa-

97 <http://www.un.org/womenwatch/daw/beijing/platform/declar.htm> (last entry February 21, 2011)

98 Bangladeshi Constitution. Article 19. Equality of Opportunity:
(1) *The State shall endeavour to ensure equality of opportunity to all citizens;* (2) *The State shall adopt effective measures to remove social and economic inequality between man and man and to ensure the equitable distribution of wealth among citizens, and of opportunities in order to attain a uniform level of economic development throughout the Republic.*

99 Noting that the *solution* software was designed by me to calculate compensations based on the three mentioned religions (See Appendixes 11 to 15)

100 Bangladeshi Constitution. Article 15.

*"... Provision of basic necessities..." It shall be a fundamental responsibility of the State to attain, through planned economic growth, a constant increase of productive forces and a steady improvement in the material and cultural standard of living of the people, with a view to securing to its citizens:
The provision of the basic necessities of life, including food, clothing, shelter, education and medical care;
The right to work, that is the right to guaranteed employment at a reasonable wage having regard to the quantity and quality of work;
The right to reasonable rest, recreation and leisure; and the right to social security, that is to say to public assistance in cases of undeserved want arising from unemployment, illness or disablement, or suffered by widows or orphans or in old age, or in other such cases..."*

101 Bangladeshi Constitution. Article 14. "... Emancipation of peasants and workers. It shall be a fundamental responsibility of the State to emancipate the toiling masses the peasants and workers and backward sections of the people from all forms and exploitation..."

102 Bangladeshi Constitution. Article 19. Equality of opportunity:
The State shall endeavour to ensure equality of opportunity to all citizens and

tions of working accidents for all the Bangladeshi people (both men and women).

- *Fundamental Principles Relating to Legal and Administrative Reforms*, in particular, those related to: Conserving The Cultural Traditions And Heritage Of The People (Art. 23¹⁰³) and Participation Of Women In All Walks Of National Life (Art. 10¹⁰⁴).
- *Fundamental Principles Relating to International Relations* (Art. 26¹⁰⁵), specially those related to Respect for International Law and the Principles enumerated in the UN Charter”, specifically:
 - At a macro level - the promotion of *The Convention on the Elimination of All Forms of Discrimination against Women*¹⁰⁶ (hereinafter, UNCEDAW) to ensure women’s share in rights and benefits by reducing VAW in their communities of residence, in a context of repeated failures by the Bangladeshi Government to ensure some of the Recommendations given by the UNCEDAW and reported to the UNCEDAW committee in a regular basis¹⁰⁷ and, finally,
 - At a micro level, by fostering *The National Policy for Advancement of Women*¹⁰⁸ adopted in 1997 and based on the *Beijing Platform for Action*.

Eventually, after carrying out my field work I got a good understanding of the complex and violent scenario – *the spider web* - where the Spectrum Widows live, characterized by a set of VAW episodes, including *Dowry Demands, Rape, Fatwa, Acid Attacks, Childhood Marriage, Low Participation of Women in Domestic and Family Decisions*, which all affect women (more seriously when they become unexpected Widows as a result of a labour accident) but for which there was a lack proper legal redress in their communities of residence.

Herein lies another contribution of this Thesis -viewing *Development* as an *end* implied substantive Freedoms or the intrinsic, individual capabilities/opportunities that people value, specially the Spectrum Widows, which the resource makes available for the most vulnerable groups affected by the Spectrum *Disaster* to exploit -in other words, the possibility to freely enjoy the *Scheme* compensations in an environment where Spectrum Widows:

- had experienced a feeling of inferiority introduced by their subject status internalized from

The State shall adopt effective measures to remove social and economic inequality between man and man and to ensure the equitable distribution of wealth among citizens, and of opportunities in order to attain a uniform level of economic development throughout the Republic.

103 Bangladeshi Constitution. Article 23. National Culture:

“... The State shall adopt measures to conserve the cultural traditions and heritage of the people, and so to foster and improve the national language, literature and the arts that all sections of the people are afforded the opportunity to contribute towards and to participate in the enrichment of the national culture...”

104 Bangladeshi Constitution. Article 10. Participation of women in national life:

“... Steps shall be taken to ensure participation of women in all spheres of national life...”

105 Bangladeshi Constitution. Article 26:

- Laws inconsistent with fundamental rights to be void.

- All existing law inconsistent with the provisions of this Part shall, to the extent of such inconsistency, become void on the commencement of this Constitution.

- The State shall not make any law inconsistent with any provisions of this Part, and any law so made shall, to the extent of such inconsistency, be void.

Nothing in this article shall apply to any amendment of this Constitution made under article 142.

106 This UN Convention was adopted in 1979 by the UN General Assembly and it is comprised by a Preamble and 30 articles defining what constitutes “Discrimination against Women” and sets up an agenda for national action to end such discrimination.

The Convention defines Discrimination Against Women as “... any act of gender based violence that results in or is likely to result in, physical, sexual or psychological harm or suffering to woman, including threats of such acts, coercion or arbitrary, deprivation of liberty whether occurring in public or private life, constitutes violence against woman...”

107 The Bangladeshi Government failed to ensure some of the recommendations and rights identified by the UNCEDAW and reported to the UNCEDAW committee in a regular basis. In July 2004 the Fifth periodical Report submitted by the Government of Bangladesh came up for consideration by the UNCEDAW Committee. The Committee, however, expressed its principal areas of concerns (CEDAW/A/59/38) with the state's failure to address some specific field that the committee emphasized greatly.

Among the fields *domestic violence* due to *Dowry Demands, Rape, Fatwa, Acid Burn, Sexual Harassment in work place*, continues *Child and Women Trafficking, Child Marriage*, high rate of divorce due to Polygamy, low participation of women in national decision making, vulnerability of migrant workers and lack of proper use of law enforcement agencies. The committee recommended some measurements to ensure the human right of women and girls in every sphere of life and make them advance in carrier.

108 “The National Policy for Advancement of Women The National Policy for Advancement of Women (NP)”, adopted in 1997, was based upon the Beijing Platform for Action (Fifth Periodic Report of States Parties: Bangladesh, CEDAW/C/BGD/5. 3 January, 2003.P 8).

their earliest years and

- works and contributions to Society were continuously undervalued and cut off from the main-stream of Society and from the most important processes of power and decision making, not just by the *Purda* (See Chapter 4) but by the attitudes which lie behind it (Abecassis¹⁰⁹, 1990)

1.5.4. STAKEHOLDER SOCIAL CAPITAL EVALUATIVE DIMENSION

This *Fourth Dimension* refers to the values and Principles in the relationship (Garriga¹¹⁰, E. 2011: 333), characterized as what “*ought to be*” by Swanson¹¹¹ (1995).

Based on that, I used the *Four Stakeholder Social Capital Dimension* to build a set of reference terms shared by all stakeholders involved to manage the negative consequences derived from the Spectrum Disaster: *Global principles* accepted and shared by all *primary* and *secondary* stakeholders involved in the *solution* design.

Global principles fully accepted by all stakeholders - *primary* and *secondary* - and needful to be used as framework to articulate the *solution* based on the following Fourth Thesis Proposition:

“...The solution will be replicable to manage other accident crises and similar scenarios when it is accepted as a “relational good” by primary and secondary stakeholders...”

In a nutshell, principles which would also be cross-sectional, so that their influence and application crossed over factory walls, reaching the communities where potentially vulnerable groups lived.

These principles would prove useful to articulate consensual criteria to:

- identify *solution*’s beneficiaries (Muslim Family Law and, specifically Holy Quran Sura 4) and (ii) build the *solution*’s sufficient *share criteria* (Quran Sure 4) to calculate their corresponding entitlements derived from the *solution*;
- merge individual stakeholders’ interests into *solution* design, and, finally,
- guarantee the free enjoyment of compensations for the most vulnerable groups -Spectrum Widows and their children (especially, girls).

A major argument that justified me this approach, based on the *Fourth Stakeholder Social Capital Dimension*, was that the resilience of the *Spectrum Voluntary Relief Scheme* could only be upheld within the *social, cultural and religious complex environment*, previously outlined in the analysis of the *Four Ps* (See Chapter 4) and be only guaranteed on the basis of a set of a *Sufficient Share Criteria* which has its basis in the *Muslim Family Law* of Bangladesh and, simultaneously is aligned with the Bangladesh culture, customs and Islamic traditions of the communities where experience indicates that whatever Legal Rights (i.e. Inheritance Rights) are granted to women when it comes to enforcing the law, most of these rights exist only in theory (Khan, S¹¹², 1988)

Thus, the *solution*’s *sufficient share criteria* should be acceptable to all of the involved parties (*primary* and *secondary* stakeholders), both at macro level (i.e. BGMEA, Local and International Trade

¹⁰⁹ Abecassis, David (1990), *Identity, Islam and Human Development in Rural Bangladesh*, Dhaka University Press, Ltd.

¹¹⁰ Ibid.

¹¹¹ Swanson, D. 1995. ‘Addressing a theoretical problem by reorienting the corporate social performance model’. *Academy of Management Review*, 20:1, 43–64.

¹¹² Ibid.

Unions, Human Rights International Activists and International Buyers) and, at micro level, including the household family, relatives and community and religious leaders because it should be based on the Muslim Family Law (Inheritance Law), and specifically those provisions related to the *Indian Succession Act (1925)* and *The Muslim Family Laws Ordinance (1961)* (Ordinance VII of 1961)

It should be noted that the *solution* should be based on same Rights under the existing Bangladeshi Laws which are in fact *minimal* and *discriminatory*, its implementation do constitute a “*quick win*” for other excluded and vulnerable groups (i.e. elders, widows, children/girls and handicapped, among others) that might have to face situations arising from a similar future labour accidents in Bangladesh.

Based on that, and in order to guarantee the free enjoyment of the entitlements guaranteed by the *solution*, where the presence of strong religious beliefs is omnipresence, the *sufficiency* of the *solution*'s *share criteria (entitlements)* should also be anchored with four key concepts as laid down in the Holy Quran:

- *Common Good*;
- *Honourable Living*;
- *Mandatory Share Criteria (fara'id)* and, finally,
- the defined set of beneficiaries (the *Sharers*)

The first the argument - the *Common Good* - was clearly contemplated in the Holy Qur'an, and it was applied to engage to those *primary* stakeholders reluctant to participate in a *Fair* and *Proper solution* compensating process, guaranteeing to the most vulnerable people (i.e. Spectrum Widows and their children (daughters)) a free enjoyable live in their communities of residence in according to both the Law of the country and the Islamic customs and traditions.

An argument - *Principle of Common Good* - clearly stated in the Holy Quran:

“... Give just measure, and cause no loss to others by fraud...” Holy Qur'an (26:181)

A clear argument to engage to those initially *reluctant* stakeholders (i.e. head of household) to participate fair proper and equalitarian compensation process. An argument applied also by the *share criteria* proposed by the Scheme to nominate and compensate its potential beneficiaries:

“... And weigh with scales true and upright...” (Holy Qur'an 26: 182)

In other words, using (i) as a binding *share criteria* to compensate the *solution*'s beneficiaries accepted by all stakeholders and (ii) in accordance with both the Muslim Family Law and the Islamic religion and traditions of the communities where the Widows and their Children live.

And finally, an argument – *Common Good* – also included in the Holy Qur'an¹¹³ (6: 152) to artic-

113 “... come not nigh to the orphan's property, except to improve it, until he attains the age of full strength; give measure and weight with (full) justice-no burden do we place on any soul, but that which it can bear- whenever ye speak, speak justly, even if a near relative is concerned; and fulfill the covenant of Allah: thus doth He command you, that ye may remember...”

ulate the process to guarantee the Rights of the most vulnerable groups, specially the Widow and Children of those Spectrum deceased.

Relating to the second argument – *Isham* – and, in order to guarantee its resilience, the *solution* 's engaged to participate to those “*reluctant stakeholders*” through inviting them to comply with those “Islamic duties” regarding the creation of “honourable living” for those unfortunates in Society (i.e. disabled, sick and orphans, mainly) who, definitively would be unable to participate in productive activities. In our case, those most vulnerable groups affected by the negative consequences of the factory collapse (i.e. Widows and Children, mainly)

“... Allah commands Adle and Ihsan to mankind...” (Quran 16: 87, 88 and 90)

Adle means Justice and *Ihsan*¹¹⁴ means a higher state of excellence or perfection. In other words, it means giving or doing something beneficial for other out of compassion. Issues clearly followed by the Scheme' implementation strategy through the idea of developing the “role of the agency” of the Spectrum Widows in their communities of residence.

“... the establishment of a just and welfare Society...” (Qur'an 16: 90)

And in this context,

“... affluent people have been motivated to sacrifice a little of their possessions for the poor and needy for which they have been assured reward in this world and the life hereinafter...” (Holy Quran 51: 19; 70: 24 and 25)

Islam also provides the framework of motivation to mankind as:

“... I have raised you for the welfare of the mankind ...” (Holy Qur'an 3: 110)

Regarding the third argument – the *share criteria as Faraíd* - although Articles 19 and 28 of the Bangladesh Constitution protect Women's Rights, particularly with respect to discrimination and equal opportunity in the rural communities, where the potential *Spectrum Voluntary Relief Scheme*'s beneficiaries live, gender equality is circumscribed by local institutions which administer justice through a *village arbitration system – Shalish* - as it is known, which in turn is heavily influenced by Islamic tradition which expresses itself in the pronouncement of *Fatwas*.

In this context, *Salish* has become a traditional institution without legal standing, and its resolutions are non-binding to any parties involved in the mediation process. As a means of legal redress particularly amongst women and the poor, the Village Court is more popular than the police or formal courts of justice UNPD¹¹⁵ (2002)

114 *Ihsan* is an Arabic term meaning “perfection” or “excellence (Ara. husn) It is a matter of taking one's inner Faith (Iman) and showing it in both deed and action, a sense of social responsibility borne from religious convictions.

In Islam, *Ihsan* is the Muslim responsibility to obtain perfection, or excellence, in worship, such that Muslims try to worship God (Arabic Allah) as if they see Him, and although they cannot see Him (due to the belief that Allah is not made of materials), they undoubtedly believe that He is constantly watching over them.

That definition comes from the hadith (known as the Hadith of Gabriel) in which Muhammad states, “[*Ihsan* is] to worship God as though you see Him, and if you cannot see Him, then indeed He sees you.” (Al-Bukhari and Al-Muslim).

Ihsan, meaning “to do beautiful things,” is one of the three dimensions of the Islamic religion (Ara. ad-din): *Islam*, *Iman* and *Ihsan*.

In contrast to the emphases of *Islam* (what one should do) and *Iman* (why one should do), the concept of *Ihsan* is primarily associated with intention. One who “does what is beautiful” is called a *Muhsin*.

It is generally held that a person can only achieve true *Ihsan* with the help and guidance of Allah, who governs all things. While traditionally Islamic jurists have concentrated on Islam and theologians on Iman, the Sufi's have focused their attention on *Ihsan*.

Source: <http://en.wikipedia.org/wiki/Ihsan> (Last entry December 15, 2010)

115 United Nations Development Programme (2002): Human Security in Bangladesh: In Search of Justice and Dignity, UNOD, Bangladesh September.

However, *Salish* is an institution that cannot be appreciated without an understanding of village life in Bangladesh particularly, the power brokers and hierarchies in the village and their mutual relationships:

"... Villages in this region are quite different from their counterparts elsewhere in South Asia, where a close collection of houses belonging to the cultivators is situated over an area or two or three miles with a number of shops and a common meeting place frequented by the villagers..."

In Bangladesh, on the contrary, the whole countryside, except what is actually required for residential purposes, is under cultivation and the villagers have no common meeting place other than the weekly market places or hats, the congregational mosques, school playgrounds or fields after harvest during the dry season. Homesteads are very closely packed together, especially in densely populated districts.

In this complex rural environment, although Article 94 to 117 of the Bangladeshi Constitution delineates the composition of courts and their jurisdictions, and *Salish* is not covered by them, with the *1898 Criminal Code of Procedure* serving as the principal legal instrument for dealing with criminal activities. Nevertheless women from rural areas appear to prefer this institution instead of the legal and formal Courts because:

- Their appearance carries a high degree of social stigma, therefore, they have tended to prefer to approach local *Shalish* for redress (Sidiqqi¹¹⁶, 2004) and,
- *Shalish* hearings do not require any serious expenditure and poor women can easily participate in a judiciary process which is managed by the moral authority of traditional leaders – the *Murubiss* – who therefore enjoy a degree of social legitimacy since the justice is based on local norms and values.

However, women activists and Human Rights groups have been concerned that it is constituted by conservative village elders who are opposed to any changes in the existing social structures:

"... in accordance with tradition, the Salish may punish men and women for violating the moral or religious code and honour of the village community. In most of the cases women are kept out of the Shalish session and only men stay in the board. The decision is sent to the woman and she has nothing to say against the verdict. Women are often treated as symbolic object and their position and honour may mark deeper conflicts about social, political and economic issues between male leaderships of the society or village concerned..." Taj ul-Islam Hashmi (date and page ref cf also Kajalie Shehreen Islam¹¹⁷)

Fatwa, on the other hand, issued squarely within Muslim jurisprudence pronouncing punishment have been reported in the media and issued against women for illicit sex relations, refusing a sexual relationship, complaining of or filing case against a rapist, love affairs, or adopting a progressive social outlook that might have challenged vested interest groups.

To guarantee the free enjoyment of the mentioned compensations in this complex rural environment, featured by the continuous presence of *Fatwas*, implied to anchor the *solution*'s proposed "share criteria" to compensate to the most vulnerable groups (i.e. Widows and their Children) under the umbrella of the Islamic Inheritance concept of *Fara'id*¹¹⁸. In other words, linked to a mandatory and bind-

116 Sidiqqi, D. (2004) *Shalish and the Quest for Gender Justice: An assessment of Strategic Interventions in Bangladesh*. Research Initiative. Bangladesh.

117 Kajalie Shehreen Islam Published in the *Star Weekend Magazine*, (Supplementary of *The Daily Star*) February 26, 2010.

118 Following these rules of Inheritance in Islam are fundamental and mandatory part of Islamic Shariah law and Elm (Knowledge) that are part of Elm-Faraid, the means "Science of Inheritance Shares". The word al-Faraid is plural form of al-Faridah, which means something made obligatory by Allah. Learning the science of al-Faraid is obligatory

ing *share criteria* by all stakeholders involved (from the top of Bangladeshi Society to the bottom) and, consequently, obligatory by Allah to *all parties involved*, specifically in those communities where the Widows and their Children live.

Finally, a concept - *Fara'id* – to anchor the *solution's share criteria* and key for building up: its legitimacy in this rural complex environment and its *rationale* for determining potential beneficiaries and their "*share criteria*" in accordance with both Muslim tradition and the Islamic Faith because, following Noor¹¹⁹ (2007), any externally introduced *solution* to compensate any vulnerable group would need to be governed by a consistent system of abstract rules and procedures which should be accepted by all parties involved. In other words, both the local courts where Common Law is practiced as well – the *Parishads*¹²⁰ - where the Muslim Family Law is applied.

Finally, it has been argued that applying the *sufficient share criteria* proposed by the *solution* to the "architects" of the *Bangladesh Welfare Act (2006)*, clearly influenced by the *solution*, to guarantee its sustainability from the Top of the Society to its Down (communities where the Widows and their Children live), would -theoretically at least -provide a religious and legal basis for the unquestioned and binding entitlement – due to its *Fara'id nature* - of Widows and their Children to any entitlements – voluntary or otherwise - under the terms of the Scheme and, consequently, being not be questioned.

Thus, as the Holy Quran states:

"... There is a share for men and a share for women from what is left by parents and those nearest related, whether, the property be small or large a legal share..." (Holy Qur'an 4:7)

Noting also that:

".. Allah commands you concerning your children's (inheritance): to make a portion equal two females..." (Holy Qur'an 4: 7)

"... For parents (father and mother) a six shares or inheritance to each if the deceased left children..." (Holy Qur'an 4: 11)

In what your wives leave, your share is a half, if they leave no child; but if they leave a child, ye get a fourth; after payment of legacies and debts. In what ye leave, their share is a fourth, if ye leave no child; but if ye leave a child, they get an eighth; after payment of legacies and debts. If the man or woman whose inheritance is in question, has left neither ascendants nor descendants, but has left a brother or a sister, each one of the two gets a sixth; but if more than two, they share in a third; after payment of legacies and debts; so that no loss is caused (to any one). Thus is it ordained by Allah; and Allah is All-knowing. Most forbearing ..." (Qur'an 4:12)

on a Muslim Community and fulfil the order of Allah with relates to inheritance. Abu Hurairah reported that Mohammad said: "O Abu Hurairah, learn *Fara'id* (the Shares of the Inheritance that are prescribed in the Holy Quran) and teach it to them. Indeed it is half of the knowledge."

Source: Sunnan Ibn Majjah, Book Al-Fara'id)

http://uk.ask.com/wiki/Islamic_Inheritance_jurisprudence?qsrc=3044#cite_note-2

Abdullah bin Abbas reported that Mohammad said: "Give the *Fara'id* (the Shares of the Inheritance that are prescribed in the Holy Quran) to those who are entitled to receive it. Then whatever remains, should be given to the closed male relative of the deceased."

Source: Sahih al-Bukhari, Volume 8, Book 80 Laws of Inheritance (Al-Faraa'id), Number 724) (quotation from uk.ask.com/wiki/Islamic_Inheritance_jurisprudence?qsrc=3044#cite_note-3)

Source:http://uk.ask.com/wiki/Islamic_Inheritance_jurisprudence?qsrc=3044 (Last entry December 13, 2010)

119 Op. Ct.

120 The Union Parishad (hereinafter the UP) is the lowest level of elected government in Bangladesh. It has jurisdiction to operate a Village Court (VC) and Arbitration Council (AC). There are more than 4,500 UP and they are comprised of Wards.

There are 9 general seats for each Ward within the UP, which are largely filled by men and 3 additional seats are reserved for female representatives. The UP can operate a (VC) with 2 UP members representing each side of a dispute with the UP Chairperson presiding the session. The litigation parties apply to the Chairperson of the UP with a fee of take five in case of both criminal and civil suit. The Village Court has jurisdiction over cases valued under 500 Taka. The VC is largely non functional and exists on papers in most Ups.

And the procedure to compensate to the Spectrum's deceased workers children:

"... God (thus) directs you as regards your children's (Inheritance): to the male, a portion equal to that of two females: if only Daughters, two or more, their share is two-thirds of the inheritance; if only one, her share is a half. For parents, a sixth share of the inheritance to each, if the deceased left children; if no children, and the parents are the (only) heirs, the mother has a third; if the deceased left brothers (or sisters) the mother has a sixth. (The distribution in all cases is) after the payment of legacies and debts. You know not whether your parents or your children are nearest to you in benefit. These are settled portions ordained by Allah; and Allah is All-knowing, Allah-wise..." (Qur'an 4:11)

"... To orphans restore their property (when they their age), nor substitute (your) worthless things for (their) good ones; and devour not their substance (by mixing it up) with your own. For this is indeed a great sin..." (Qur'an 4:2)

"... Make trial of orphans until they reach the age of marriage; if then ye find sound judgment in them, release their property to them; but consume it not wastefully, nor in haste against their growing up. If the guardian is well-off, let him claim no remuneration, but if he is poor, let him have for himself what is just and reasonable..." (Qur'an 4:6)

And a clear mechanism to compensate mothers and fathers of those unmarried Spectrum deceased workers:

"... They ask thee for a legal decision. Say: Allah directs (thus) about those who leave no descendants or ascendants as heirs. If it is a man that dies, leaving a sister but no child, she shall have half of inheritance: If (such a deceased was) a woman, who left no child, her brother takes her inheritance: if there are two sisters, they shall have two-thirds of the inheritance (between them): if there are brothers and sisters, (they share), the male having twice the share of the female. Thus doth Allah make clear to you (His law), lest ye err. And Allah hath knowledge of all things..." (Qur'an 4:176)

1.6. BENEFITS DERIVED FROM THE SOLUTION.

According to Powell¹²¹ et al (1996), Uzzi¹²² (1997), Podolny¹²³ and Page (1998), as well as the conclusions derived those developed by Garriga¹²⁴, E. 2011: 334), I classified the main benefits expected from the implementation of the Spectrum Voluntary Relief Scheme' in following two categories:

Table 1.6.- Stakeholder Social Capital benefits.

Powell et al (1996), Uzzi (1997), Podolny and Page (1998)	Garriga, E (2011)
Information and knowledge;	facilitator of intellectual capital
influence and control	tool of managing the collective action and
solidarity.	Solidarity fabric

121 Powell, W., Koput, K. and Smith, L. (1996) 'Inter- organizational collaboration and the locus of innovation: networks of learning in biotechnology'. Administrative Science Quarterly, 41:1, 116-145.

122 Uzzi, B. (1997) Social structure and competition in inter-firm networks: the paradox of embed-dedness'. Administrative Science Quarterly, 42:1, 35-67.

123 Podolny, J. and Page, K. 1998. 'Network forms of organizations'. Annual Review of Sociology, 24:1,57-76.

124 Ibid.

Thus, the Thesis has the following implications for corporations actively involved in developing CSR models in LDC:

1.6.1. FACILITATOR OF INTELLECTUAL CAPITAL.

The gradual Trust accumulation process developed between stakeholders, traditionally confronted, was begun with a first *relational* intervention - *The Fact Finding Mission* (See Chapter 4) - at grass root level (low complexity), needful for both:

- the acquisition of more reliable personal data relating to the dependent relatives of the families of the deceased and
- a diagnosis and assessment of the extent of the physical and mental damage to those workers injured in the Spectrum *Disaster*.

This first project was, undoubtedly, the most complicated part of the *solution*, given:

- from the theoretical perspective, the low *level of Trust accumulated* among the stakeholders involved and
- from the technical perspective, the family units of the potential beneficiaries not only were comprised the Widows and their Children but also the heads of the family (in-laws)

The second one – *the diagnosis of those injured* - once the data had been collected the establishment of an objective and proportional way of valuing the injuries and effects suffered by the victims was necessary.

Having investigated a range of possible options, it was decided to apply the so-called the *Scale (the Spanish Baremo)* (See Chapter 4) - which would be used to assign and convert a series of *points* into monetary units on the basis of the age and structure of the family unit of the injured person following the *Spanish Best Practices* and its corresponding Spanish Insurance Legislation to the injuries suffered, the age of the victim and their capacity to re-enter the workplace. It was thus decided to create 4 main categories of injury.

Monitoring of both initiatives was undertaken by independent third parties:

- for assessing injuries suffered, ages and their capacities to re-enter the workplace, an Spanish independent medical team was hired (Hospital Juan Canalejo, A Coruna) and
- for the valuation of the voluntary amounts of compensation, the calculation process was subject to an independent Actuary Team was also contracted who validated the agreed amounts in the *Scale*, and the process for the calculation of the current actuarial values of the agreed pensions/ compensations derived from the *solution*¹²⁵.

Finally, the *solution* included the following innovative CSR tools to be used in the same kind of accidents in LDC:

- *Tripartite Fact Finding Mission*. An independent *data mining* team process to gather independent socio economic information regarding the information of the families of those deceased workers;

¹²⁵ And finally audited by IDEAS (www.ideas-sa.es)

- *GKM 80 Mortality Tables* adapted to the biometric conditions of the potential beneficiaries of the *Spectrum Voluntary Relief Scheme*;
- the *Scale* or the adaptation of the Spanish *Baremo* and its corresponding legislation and best practices to the complex reality of an LDC, such as Bangladesh;
- the *Actuarial Pension Model Tool* designed to calculate compensations to (i) the injured workers based on the mentioned four categories (Group I to IV) and (ii) those families of the deceased workers.

1.6.2. The solution as tool to manage the collective action

The second group of derived benefits –*managing the collective action*- was brought by its *Cognitive* and *Evaluative Dimensions* and helped *primary and secondary* stakeholders to understand the importance of deferring their immediate and specific concerns in favour of stakeholders' long-term interest.

In other words, the short-term goal here was to mitigate the negative consequences derived from the factory collapse by paying compensations calculated with the *Spectrum Voluntary Relief Scheme* and defined as:

"... a replicable intervention actuarial insurance model to calculate future fair and ethical indemnities to mitigate the negative consequences of any accident in countries characterized with a lack of instruments to compensate victims and their relatives¹²⁶..."

and temporally to correct the lack of legal mechanisms existing in Bangladesh at the time of the *Spectrum Disaster*, specifically, the old and ineffective existing local legal mechanisms¹²⁷ (mostly all of them developed at the time of the *British Raj*) to calculate compensations to injures and deceased workers based on the following Acts:

- *The Workmen's Compensation Act (1923)¹²⁸ (WCA) (amended in 1987¹²⁹) and*
- *The Fatal Accidents Act 1855¹³⁰ which required that victims' families sue factory owners and successfully demonstrate negligence on their part.*

Definitively, an old legal framework based on *strict liability* implied receiving compensations for workplace injury or death, irrespective of any wrongdoing on the part of the employer/owner.

In the long run, the *Social Capital* accumulated by all stakeholders during the *Spectrum Disaster* management process pushed for something much more fundamental: to enact the *Bangladesh Labour Welfare Foundation Act (2006)*, enforced in October 1, 2006).

¹²⁶ INDITEX/ ITGLWF 2005 Project Spectrum – Voluntary Indemnity Payments Scheme. A Coruña/Brussels INDITEX/ ITGLWF First Draft 19 October. Internal Document.

¹²⁷ At the time of the *Spectrum* accident the legal framework of reference to calculate compensations derived from labour accidents was comprised, among others, by the *Fatal Accident Act (1855)*, *The Employers' Liability Act (1938)* and the *Workmen's Compensation Act (1923)*

¹²⁸ <http://www.vakilno1.com/bareacts/workmenscompensationact/s3.htm> (Last entry February 28, 2011).

¹²⁹ Published in *Bangladesh Gazette, Extraordinary*, dated 1st August, 1987; <http://www.sai.uni-heidelberg.de/workgroups/bdlaw/1987-a33.htm> (Last entry February 28, 2011)

¹³⁰ The "Indian Fatal Accidents Act, 1855"[ACT No.13 OF 1855] in its Introduction stated that:
"... An Act to provide compensation to families for loss occasioned by the death of person caused by actionable wrong. WHEREAS no action or suit is now maintainable in any Court against a person who, by his wrongful act, neglect or default, may have caused the death of another person, and it is often-times right and expedient that the wrong-doer in such case should be answerable in damages for the injury so caused by him..."

An Act (2006) vastly influenced by the Spectrum Voluntary Relief Scheme, as showed:

Table 1.7. Analysis of general and specific objectives by Scheme/Act (2006)

	Spectrum Voluntary Relief Scheme. Article 9. Objectives.	The Act (2006) Foundation Activities Under Its Section 5.
General Objective	<i>"... The aim of the Trust is solely to provide fair and just aid to the families of workers who were killed or injured at Spectrum Sweater Industries Ltd's factory collapse on 11 April, 2005 in Savar, Bangladesh..."</i>	<i>"... To ensure welfare of the workers..."</i>
Specific Objectives Financial Aid	As per the aforementioned aim, the Trust shall promote the following activities, among others: <ul style="list-style-type: none"> Financial aid for Spectrum deceased and injured workers' families and immediate aid for victims of the accident at Spectrum Sweater Industries Ltd. in Savar. 	<ul style="list-style-type: none"> to launch several projects to ensure the welfare of workers and their families; to provide financial support to workers, especially handicapped or disabled workers; to provide financial support for deceased workers' families; to grant merit-based scholarships and other educational support to workers' family members; to introduce group policies for workers' life insurance, paying premiums with fund monies; to take necessary steps to manage funds; to carry out all necessary actions to meet Act objectives and to conduct the activities detailed above.
Specific Objectives. Medical Aid.	Medical support and care for workers injured at Spectrum Sweater Ltd.	<ul style="list-style-type: none"> To ensure treatment or provide financial support to health-impaired workers.

To this end, the Act (2006) included, among other provisions, the creation of the *Bangladesh Labour Welfare Foundation* (hereinafter the Fund), designed according to the declaration of principles featured in the Introduction (Chapter 1) of the Spectrum Voluntary Relief Trust Draft (See Appendix 6):

"... The Project Spectrum Voluntary Relief Scheme (hereinafter the Project) is a national and international effort involving Spectrum Sweater Industries Ltd., the Bangladesh Garment Manufacturers and Exporters Association, the BNC and its member Federations, NGOs, the Bangladeshi Government, international clothing buyers (mainly INDITEX) and the International Textile, Garment and Leather Workers' Federation to provide fair and equitable relief to the families of those who died and to workers injured in the collapse of the Spectrum Sweater Industries Ltd. factory in Savar, Bangladesh on 11 April, 2005.

The Project is based on generally accepted international pension schemes for this type of accidents. For the purposes of the Project, prevailing custom and practice in Bangladesh are both taken into account, although no specific regulations are of application to this case. The Project takes into account the special circumstances of Bangladesh as it is not the intention to create requirements which could not be complied with by any of the parties concerned.

The conditions of the Project should, however, aim to serve the interests of the beneficiaries as a whole at all times by establishing guidelines precluding possible abuse by certain beneficiaries to the detriment of others..."

Funded collectively by key stakeholders, according to the model outlined in the first draft of the *Spectrum Voluntary Relief Trust* (see Appendix 6):

Table 1.8. Analysis of Financial Contributions by Scheme/Act (2006)

Spectrum Voluntary Relief Scheme.	The Act (2006)
The contributors shall make financial contributions to the Trust and shall have the rights and obligations set forth in the by-laws that shall rule Trust operations.	<ul style="list-style-type: none"> • Government grants; • owners' grants; • loans (pre-approved by the Government) with no/low interest; • earnings from several Foundation institutions; • institutional and/or individual donations; • profits from investments made with Foundation funds, and • any other source approved by the Government. 50% of the consolidated funds in the “<i>Labour Welfare Funds</i>” under the Companies Profits (Workers Participation) Act of 1968 would have to be transferred to this fund within 45 days - after the fund is collected- every year [Section 14 (3)].

Summing up, this *Act (2006)* pursued the strategy initially formulated in 2005 at ITGLWF’s Headquarters by Neil Kearney (ITGLWF) and me (INDITEX), ultimately geared towards rendering the *solution* replicable in future labour accidents/Disasters in other LDC geographies.

In fact, the *solution*’s replicability proved to be even more ambitious than intended early on, as its scope did not only encompass facilities working in the formal RMG industry but also Bangladesh’s informal manufacturing sectors:

“...Applicable to all workers’ in Bangladesh in both formal and informal sectors...”

And also noting that:

“... Informal sector refers to that non-governmental sector where a worker’s work or job conditions etc. are not covered within the purview of the Labour Act (of 2006) and related rules and where workers’ have limited opportunity to be organised [Section 2 (a)]...”

1.7. LIMITATIONS.

There are certain limitations in this Thesis that I have grouped within the three following categories:

- lack of information on labour accidents in LDC which similar Spectrum and, as such, potentially classified as *Disaster*;
- lack of actuarial tools specifically designed to manage Hazards in LDC and, finally,
- limited access to VAW data.

1.7.1.-LACK OF INFORMATION ON LABOUR ACCIDENTS IN LDC WHICH SIMILAR SPECTRUM AND, AS SUCH, POTENTIALLY CLASSIFIED AS *DISASTERS*.

Although there are three main comprehensive international databases on natural disasters¹³¹ each

- ¹³¹ Centre for Research on the Epidemiology of Disasters (CRED) of the University of Louvain and by two of the world’s largest reinsurance companies: Munich and Swiss Reinsurance.
- The Munich Reinsurance data base contains information on both insurance and total losses but much of the information is little more than an informed guess (ProVention Consortium, 2001)
- Swiss data base does not even record total losses instead covering only data on total insured losses (excluding third party liability)

providing some information on the cost of individual events, I have not access to those specifically designed to collect data related to complex labour accidents/*Disasters* in LDC, similar to Spectrum *Disaster*.

Having access to this mentioned data base It would have allowed me to:

- perform comparisons across countries and within countries, between industrial hazard events and could help me to build understanding of factors contributing to Vulnerability, even if past impacts cannot be directly equated with future *Vulnerability*.
- get holistic data and not those reported data focused predominantly on direct costs because, and following Otero¹³² and Marti (1995), the potential impacts of a hazard event go beyond direct ones to include many flow or knock on effects commonly categorized as either indirect or secondary and, finally,
- point out some difficulties with the Industrial *Disaster* data relating both to inconsistencies in the way in which losses are valued and the types of losses actually covered (CRED¹³³, 2001)

1.7.2. LACK OF ACTUARIAL TOOLS SPECIFICALLY DESIGNED TO MANAGE HAZARDS IN LDC.

A breakdown of the main actuarial limitations of the intervention model to run the compensations derived from the *solution* in the complex arena derived from the Spectrum *Disaster* is as follows:

- the lack of any methodology as a guide to manage labour accidents/*Disasters* in the Bangladesh RMG Industry;
- the absence of any system of indemnity pensions based on a similar Contribution Scheme and, as such, more attuned to Bangladesh's current Muslim Family Law;
- the lack of a legal framework to use as reference for benefit estimations, using to that end its current legal minimum wage for the RMG industry. Consequently, the percentages of the pension for relatives were calculated from the average between the last consolidated salary of the deceased worker and the minimum for the RMG Sector in Bangladesh with the minimum for the latter;
- the lack of legal mechanisms to assess injured personal damages and, consequently, compensatory pensions to those injured workers based on independent and agreed criteria on a score valuation of damages and injuries and adjusted to local purchasing power rates and, finally,
- the lack of a criteria to both identify potential beneficiaries and to assign compensations (*share criteria*) acceptable to all of the involved parties (*primary* and *secondary* stakeholders), both: (i) at macro level (i.e. BGMEA, Local and International Trade Unions, Human Rights International Activists and International Buyers) and, at micro level, including the household family, relatives and community and religious leaders because it should be based on the Muslim Family Law (Inheritance Law), and specifically those provisions related to the *Indian Succession Act* (1925) and *The Muslim Family Laws Ordinance* (1961) (Ordinance VII of 1961)

132 Otero, R. C. and Marti, R.Z. (1995) "The impacts of natural disasters on developing economies: Implications for the international development and disaster community" in M. Munashighe and C. Clark (eds) *Disaster Prevention for Sustainable Development: Economic and Policy Issues*. Report from Yokohama World Conference of Natural Disasters Reduction 23-27 May 1994. World Bank and International Decade for Natural Disaster Reduction. Washington, DC

133 CRED, (2001) CRED/OFDA (USAID) -EM-DAT Project. Presentation to Secondary Technical Advisory Group (TAG) meeting. Washington, DC 6-8 February. Center for Research on the Epidemiology of Disasters (CRED) University of Louvain, Brussels.

1.7.3. LIMITED ACCESS TO VAW INFORMATION

In order to guarantee the free enjoyment of *solution*'s compensations to the most vulnerable groups (Spectrum Widows and their female children), I was forced, before actually awarding compensations, to assess current legal mechanisms in place in Bangladesh to protect Women's Rights at the time of the *Disaster* in order to establish the need to incorporate a number of mechanisms to the process so as to protect Spectrum Widows' Inheritance Rights.

To do that, it was necessary to dive into legal system to protect Women Rights rooted in the Muslim Personal Law¹³⁴, where, following Khan¹³⁵, S. (1988), the most important events in a woman's life – Marriage, Divorce, Custody of Children, Inheritance are governed by Personal Laws which are based on the Qur'an and *Hadith* but Civil Law was also applicable in some areas relating these issues and, consequently it is hard to establish the logic regarding the jurisdiction of each and responsible.

VAW episodes needful to understand the negative consequences derived from this complex legal scenario where Women/Widows Rights, such legal figures, such as Purchase, Sale and Other Litigations Regarding Property are actually governed by the Civil Law but other -Inheritance of Property - are governed by the *Bangladeshi Muslim Personal Law*¹³⁶, approved in 1937 through an *Act (1937)* of general application to all Muslims of Bangladesh¹³⁷ and in which Article 2.- Application of Personal Law to Muslims, stated that:

"...any custom or usage to the contrary, in all questions (save questions relating to agricultural land) regarding intestate succession, special property of females, including personal property inherited or obtained under contract of gift or any other provision of Personal Law, marriage, dissolution of marriage, including Talaq¹³⁸, Ila¹³⁹, Zihar, Lian, Khula and Mubaraat, Maintenance, Dower,

¹³⁴ Following Raihanah, A. & Siddiqua, A. the application of the Islamic Law in India was based on the Muslim Personal Law (Sharia) Application Act of 1937. Following the mentioned scholars, the name of this Act implies that Islamic Law is only applicable only on personal matters. Reversely to its name, the Act 1937 was not regarded as a code of family law since the Act has not provision whatsoever relating to the substance of family matters.

The Act furthermore was too brief and short to be considered as a code of family law. Noting that there was in fact little legislation relating to family matters in India, such as: (i) *The Child Marriage Restraint Act 1929*; (ii) *the Dissolution of Muslim Marriages Act 1939*; (iii) *the Bengal Mohammedan Marriage and Divorce Registration Act 1876 and the Kazis Act 1880*, but these legislations exist in a piecemeal fashion.

The Child Marriage Restraint Act 1929 (known as *Sarda Act*) was a general law codified for all Indians irrespective of religion. The Act of 1876 has prescribed forms for registrations of marriages and various kinds of divorces but it is voluntary in nature. Under the Act of 1880 the Qazis, if invited to a marriage, record it into a register called *Nikahnama*.

The most representative reforms were (i) the section 112 of the *Indian Evidence Act 1872*, that ruled that a child is legitimate when it is born during the wedlock or within 280 days after its dissolution unless it can be proved that the couple has no access to each other during the time when the child was conceived and (ii) *Child Marriage Restraint Act 1929*, focused on apostasy, the Act 1939 has categorically abandoned the traditionally Islamic Law approach, thus ignoring the fact that apostasy ipso facto terminates a marriage under Islamic Law.

The most important law that has been passed to reform Islamic Family Law in Pakistan is the *Muslim Family Law Ordinance 1961 (MFLO)* The core Family Law in Bangladesh is the *Muslim Family Ordinance 1961*. This Ordinance was promulgated to give effect by the then President of Pakistan (March, 2sd, 1961) and the Military Government of Bangladesh legislate an ordinance in 1985 for establishment of the family Court for adjudication of Muslim Family problems relating to:

- Dissolution of Marriage;
- Restitution of Conjugal Rights;
- *Dower*;
- Maintenance;
- Guardianship and custody of children.

The imposition penalty by MFLO renders a little more force than the *Bengal Mohammedan Marriage and Divorce Registration Act 1876 and the Kazis Act 1880*. The penalty imposed is to encourage Muslim couples to register their marriages being the main reason is to avoid false claims of maintenance and denial of a valid marriage which are likely to arise from non-registration marriage. In this context, *Muslim Marriage and Divorces registration Act 1974* has made registration of marriage and divorce compulsory. The Act of 1974 amended section 3 of the MFLO relating to registration.

¹³⁵ Khan, Salma (1993) *The Fifty Percent. Women in Development and Policy in Bangladesh*. University Press Limited. Dhaka (Bangladesh)

¹³⁶ Muslim Personal Law (Shariat) Application Act [XXVI of 1937] For Statement of Objects and Reasons, see Gazette of India, 1935, Part V, page 136, and for Report of Select Committee, see *ibid*, 1937, Part V, page 235.

This Act has been applied to the partially excluded areas of the Mymensingh District from the 20th January, 1944, see Bengal Government Notification No. 131-F, dated the 15th January, 1944.

¹³⁷ Substituted by Act VIII of 1973, as amended by Act LIII of 1974 (with effect from the 26th March, 1971), for Pakistan.

¹³⁸ Following Wikipedia Talaq is the Islamic term for divorce. Talaq is used to end a marriage, or *Nikah*, under the terms of Islamic Law (Sharia).

The rules for Talaq vary among the major Islamic schools of jurisprudence. Most importantly Shia and Sunni Muslims have different rules for performing a Talaq. Sunni practice requires no witnesses, and allows a husband to end a relationship by saying the triple Talaq. Shi'a scholars view the triple Talaq as a *Jahiliyya* (pagan pre-Islamic) custom, forbidden by Muhammad, but reinstated by Umar ibn al-Khattab, and thus *Haram* (forbidden). Sunni scholars agree to the facts, but deem it *Halal* (lawful) anyway <http://en.wikipedia.org/wiki/Talaq> (Last access January 3rd, 2011)

¹³⁹ Types of Talaq: (i) Talaq-ul-sunnat, Prophet Mohammad said man should live with his wife with respect and should leave with kindness, Talaq-ul-Sunat again has two forms (a) Talaq-ul-Ahasan, in it Talaq is pronounced after first and between second menstruation period of the wife, if after first period second period does not come, divorce is cancelled. ,Talaq-ul-Hasan, in it Talaq is pronounced after three menstruation periods. Talaq-ul-Biddat, in it Talaq is pronounced after one period, however it is criticized by lots of Muslims, Talaq-ul-Tafweez, Talaq-ul-taleeq then it comes to constructive type of Talaq ie Talaq by ILa, Talaq-by-Lich, Talaq by Zihar, Talaq by Fashak and at last Talaq by consent (ie Talaq bu Khulla, Talaq by muzzarrat).

Talaq-ul-sunnat to Talaq-ul-Tafweez are more based upon menstruation periods of women called as *Tuhr*

Guardianship, Gifts, Trusts and Trust Properties, and Wakfs¹⁴⁰ (other than charities and charitable institutions and charitable and religious endowments) the rule of decision in cases where the parties are Muslims shall be the Muslim Personal Law...".

Finally, VAW episodes not only needful to understand, in the long run, the Bangladeshi Women's Rights legal scenario where, as it was mentioned previously, the most important issues in the lives of Muslim Women/Widows, are affected critically by the exercise of *discriminatory Muslim Personal Law*, specially, for those related to:

- the sanction of co – wives (polygamy)¹⁴¹ and
- the unequal Inheritance Right in her father property¹⁴², but also needful, in the short run, to design efficient and quick respond intervention programs to guarantee the free enjoyment of the solution's compensations to those most vulnerable and secluded groups.

Thus, BNLWA, Naripokkho and I agreed to articulate the "VAW data mining process" through grouping the mentioned VAW episodes from the most common and widespread forms of VAW (Walby, S.¹⁴³, 2007), and subsequently including on each of them those VAW episodes which most featured the Bangladeshi VAW scenario, such as:

- Sexual Violence: Rape;
- Physical Violence: Acid and, finally,
- Harmful Practices: Early Marriage, Dower and Dowry;

Noting that the *prevalence* VAW data that I got were so conservative, mainly, due to:

- the obstacles in registering complaints, particularly if they were sexual in nature;
- women were fearful of being stigmatized or blamed for the incident, and this act as a tremendous

<http://www.worldlingo.com/ma/enwiki/en/Talaq> (last access January 2, 2011)

140 Waqf also spelled Wakf, formally known as Wakf-alal-aulad is an inalienable religious endowment in Islamic law, typically denoting a building or plot of land for Muslim religious or charitable purposes.

The donated assets are held by a charitable trust. The grant is known as Mushrut-UI-Khidmat, while a person making such dedication is known as Wakif.
<http://en.wikipedia.org/wiki/Waqf> (Last access January 2, 2011)

141 Regarding Polygamy, the Muslim Family Law Ordinance (1961) has alleviated the condition of polygamy from its religious exhortation to positive rule, where no man could enter additional marriage until he has proved the capability and ability to that marriage being it mandatory for a married Muslim who wishes to take an additional wife to apply for a written permission from the Chairman of Arbitration Council constituted under the mentioned Ordinance.

Section 6:

"... No man, during the subsistence of an existing marriage, shall, except with the previous permission in writing of the Arbitration Council, contract another marriage, nor shall any such marriage contracted without such permission be registered..."

An application for permission under sub-section (1) shall be submitted to the Chairman in the prescribe manner, together with the prescribed fees and shall be stated the reasons for the proposed marriage and whether the consent of the existing wife or wives has been obtained thereto.

On receipt of the application under the subsection (2) the Chairman shall ask the applicant and his existing wife or wives each to nominate a representative and the Arbitration Council so constituted may, if satisfied that the proposed marriage is necessary and just, grant, subject to such conditions, if any as may be deemed fit, the permission applied for.

Any man who contracts another marriage without permission of the Arbitration Council shall: (i) Pay immediately the entire amount of the dower, whether prompt or deferred, due to the existing wife or wives, which amount, if not so paid, shall be recoverable as arrears of land revenue (ii) and on conviction upon complaint be punishable with simple imprisonment which may extend to one year or with fine which may extend to ten thousand taka or with both.

142 The reason behind this, following Bhuiyan, R. (1984) the Muslim Jurists explain the reason for this difference of share in terms that "... a woman inherits share from her husband, from her father and also dower from her husband and moreover she has not responsibility to maintain anybody (Bhuiyan, R. (1984) legal Status of Women in Bangladesh and Needed Changes for Improvement of the Socio-Economic Status". Paper presented at the National Seminar on Women in Development. Ministry of Social Welfare and Women Affairs and Path Finder Funds. Dhaka (Bangladesh)

Moreover it is contrary in Bangladesh social custom for a woman to claim her father's properties unless it is given to her willingly. Following Abdullah, T. (1974), though every girl knows that she has the right to a share of her father's property which they legally own through inheritance. The main reason for this being that a Muslim woman often "exchanges" her inheritance for visiting rights to her homestead (Alamgir, S. F. Profile of Bangladeshi Women. US AID. Dhaka 1977 and also Abdullah, Taherunnessa.)

143 Walby, Sylvia (2007): "Indicators to Measure Violence Against Women". Working Paper 1, Expert Group meeting on Indicators to measure Violence Against Women, Geneva, 8-10 Oct. Switzerland.

pressure not to report incidents;

- in rural areas, VAW victims preferred to solve their problems in *Shalish* as it was less time consuming, and less expensive. Noting that, though this legal consuetudinary mechanism, was designed to provide resolution of small dispute, in reality it was matter of concern that many cognizable cases (those cases where police can arrest without warrant like *Rape, Trafficking, Torture for Dowry* and *Sexual Violence* issues, among others) were also tried by *Shalish* in absence of awareness of Law.

Finally, a breakdown of some limitations which BNLWA Team and myself found when conducting the VAW data mining process at the mentioned levels is as follows:

District level Court/ Tribunal (both Family Courts and Suppression of Violence against Women and Children Tribunals):

- did not have computerized database software/system available;
- its members worked manually;
- in some Districts, they could not able to track data before 2008, consequently, I had difficulties to gathering the totality of the cases of VAW data;
- While Court/Tribunal record VAW data in their registers, they did not segregate data of all sorts (i.e. *Torture for Dowry* and *Murder for Dowry*, mainly) of *Dowry Related Offences* in separate chapters, rather they kept all *Dowry* related offences data under one heading. Consequently, it created me some difficulties in collecting segregated data on *Dowry* and, as result, I had to review all *Dowry* related cases individual files first and then collected data according to "VAW data collection format". Same situation was noted in case of collecting *Rape* related data – that was not also segregated;

Police stations

- Police and lodging complaints and Tribunal, Courts and Police Stations not properly equipped to maintain computer-based data and, consequently, I had a significant doubt about the quality and accuracy of this data;

Official statistics

- Office Statistics usually remain unpublished. It has also been observed that the annual statistical yearbook produced by the government has yet to recognize VAW is a serious issue. Noting that the mentioned yearbook is always focused on data relating *Rape* and *Unnatural Deaths*.

Bangladesh Media.

- The VAW cases reported by the media was also undoubtedly under representative since organizations only take account of a few national dailies and were dealing only with those cases that were published in the leading newspapers (Noting that newspapers had a tendency to cover sexual crimes rather than domestic violence/other violence).As a result:
- *Reports of Maternal Mortality* or *Suicide* got less attention and, consequently, *Adultery, Child Mar-*

riage, Eve Teasing, Forced Marriage and Forced Prostitution received little coverage unless there was an *Alleged Murder*)

- *Suicide* and/or *Accidental Deaths*.- In rural areas most of the victims were predominantly female.
- *Suicide* was looked upon with much prejudice in Bangladesh as Islam prohibited this action. As such, many suicidal cases were falsely reported as “*accidents*”;
- in case of *wife beating* or *domestic violence* wives did not usually report the abuse to the police. In offences like wife beating police either filed a case on a specific provision like *Dowry* or make the case lighter by making a charge attracting a lesser penalty.

Noting that with the exception of cases of *Torture* due to *Dowry* or *Dowry Deaths*, there were no specific Laws on *Domestic Violence/Wife Abuse* in Bangladesh.

Consequently, the police have no power to arrest the husband for these matters. This issue was one of the main reasons for not having any official statistics on offences like *domestic violence*.

1.8. CONCLUSIONS

This Thesis points the opportunities for mitigating the impact of labour Disasters through vulnerability reduction based on a relational, multi-stakeholder and Stakeholder Social Capital approach.

To that end, the intervention summarized in this Thesis began moving from simply combining relief and other development activities –*Friendship Scheme* financed by German and other International Buyers (See Chapter 3)– to inviting all *primary* stakeholders involved to create a *relational solution* based on a gradual *Trust-building* process to swiftly deal with some of the negative consequences of the *solutions* and to drive long-term changes into an obsolete legal system by means of the so-called *Bangladeshi Welfare Act (2006)*.

To resolve the crisis derived from a complex *Disaster* within the Supply Chain of one of the most important International Buyers outsourcing in Bangladesh implied to combine a collection of themes such as *Sustainability, Coping, Emergency, Resilience* and *Wellbeing*.

In the short run, the crisis derived from Spectrum brought the opportunity for:

- designing a *relational* multi-stakeholder strategy of reducing *Vulnerability* of those most negative affected groups (i.e. Widows and their children) and simultaneously,
- providing the opportunity for behavioural change of the all *primary* stakeholders involved through linking: (a) common political agendas of all parties involved where *Disaster* and *Development* are recognized as priority issues; (b) solutions based on International Best Insurance Practices and (c) scenarios where the voice to the most vulnerable groups as a result of the *Disaster*.

In the long run, the *solution* implied, *per se*, changes the minds of all local and international stakeholders to:

- enact a new legal environment and, simultaneously,

- change the actual CSR strategies of the International Buyers to help their Suppliers to meet some of the MDGs previously commented and reducing not only the incidence of major labour accidents, but also the consequences in the lives of those most vulnerable groups over the coming years.

Additionally, the experience derived from managing the negative consequences of the Spectrum *Disaster* proved me that *Resilience* has multiple dimensions and its applied to those related at personal, household, institutional, national and international levels.

In this context, and following Wisner¹⁴⁴ *et al* (2004: 372) the experience derived from Spectrum, states that the need of development of a safety culture as the shift from a rudimentary level of protection suggested by politician and the media to an advanced level with public acceptance, education, laws, reduced risks and moneys allocated.

Practically speaking, to ensure that the most vulnerable groups in this complex scenario that ripple both inside and outside factories in Bangladesh's RMG industry could freely dispose of the compensations derived from workplace accidents, either as a result of voluntary contributions made by International Buyers and/or Bangladeshi business partners involved in similar accidents and/or as part of the enforcement of *Bangladesh's Welfare Act (2006)*, it will be necessary to:

- engage Civil Society representatives with a good understanding of the complex interactions that unfold in the *Disaster* scenarios, and to this end, these representatives must have proven not only their vast experience in activities associated with Women's Rights advocacy -like ASK, BNWLA, Naripokkho, Odhikar, Nari Maitree, Steps Towards Development, Wave Foundation, BLAST, BRAC, BMP and MLAA- but also an active presence, directly or through associated organizations, at grass-roots level over;
- design specific intervention protocols for the RMG industry, especially crafted to fight exclusion processes that unfold at the same time as compensation distribution processes in the opaque complex scenario that exist in the communities where these vulnerable groups reside, preventing their free disposition of compensations;
- develop instruments - *Emergency Shelters* - based on Bangladesh's current legal framework -the *1944 Orphanages and Widows Homes Act* clearly acknowledged that Widows belonged to a vulnerable group, and, as a result, the Government had to create shelter homes for them if they could not live safely in their households after their spouses' death- and other similar initiatives, such as:

- the Multi-Agency Projects to Eliminate Violence Against Women set up by the Ministry for Women's and Children's Affairs, including *One-Stop Crisis Centres*¹⁴⁵ (OSCC) in Medical College Hospitals in Dhaka and Rajshahi, mainly built to help acid-throwing and rape victims secure quick Formal Investigation Record (FIR);

144 Ibid.

145 One of the significant components of the Program is the OCC (One-Stop Crisis Centre) in the Medical College Hospitals (MCHs). The idea behind OCC is to provide all required services for a victim woman in one place. The OCC provides the following services: (i) Health Care; (ii) Police Assistance; (iii) Social Services; (iv) Legal Assistance; (v) Psychological Counselling; (vi) Shelter Service and (vii) Medico legal Examination with DNA Test, mainly. Two OCCs have been established in Dhaka and Rajshahi Medical College Hospitals, during the pilot phase of the project. Four new OCCs in Chittagong, Sylhet, Barisal and Khulna Medical college Hospitals were established in the 1st phase of the project. In 2nd phase management and efficiency in six OCC will be improved. Moreover two new OCC will be established at district level medical college hospitals. Information on OCC will be disseminated among relevant public institutions, professional groups, and Local Government.

Substantial training including Orientation on OCC and DNA lab activities, Psychological Counselling and Staff Capacity Building have been provided to the groups of professionals of OCC.

<http://www.mspvaw.org.bd/occ.php> (Last entry October 12, 2010)

- Police Stations Special Cells¹⁴⁶ for Women¹⁴⁷ at the National, District and Thana level Committees for the Prevention of Violence against Women;
- Violence Prevention Cells, existing in the Department of Women's Affairs and the Jatiyo Mahila Sangastha, Shelter Homes for abused and tortured women and for women under safe custody have also been established both by the government and NGOs.

Therefore, those social institutions which owned both the abovementioned *Emergency Shelters*, either themselves or through third parties (through social networks), would be of paramount importance for the free enjoyment of the benefits conferred by this kind of compensations or any other future programs in similar circumstances (Act (2006) and, consequently, they would allow the harmonization of the *solution* with the scope proposed by the MDG Joint UN Programme to Address Violence against Women in Bangladesh and, in particular, with its Outcome 3, which stated *as one of its three main priorities to increase the availability of and access to shelter, medical, psychological and legal support and vocational training*".

Finally, CHAPTER 2 –THE SPECTRUM DISASTER– describes both the underlying causes and consequences of a workplace *Disaster* in an LDC, as viewed by injured workers themselves, and looks for the technical causes underlying the *Disaster*.

This Chapter 2 also tries to contextualize the complexity of the setting in which the intervention designed by me took place.

An intervention with the aim of easing some of the negative consequences the Spectrum collapse had on the lives of the family member of the deceased (64) and injured (200) workers, and those that lost their jobs (more than a thousand)

It tries to do so through a innovative concept – the *spider web* - defined as the scenario resulting from the *lack of permanent commitment* for the development of a more Just and Human Society from those protagonists present in the Spectrum *Disaster* arena. In other words:

- ***Permanent lack of commitment*** from the Spectrum factory owner, architects and contractors to comply with the legislation related with the construction of industrial buildings in force;
- ***Permanent lack of commitment*** from the local authorities to exercise adequate monitoring of the said legislative environment;

146 On August, 2010 Workshop on Victim Support Centre in Rangamati, In order to encourage the victims to report crime to police in a safe and secure environment whilst accessing professional services, the Police Reform Program (PRP) has a plan to establish 8 Victim Support Centres (VSC) around the country. The PRP has already established one Victim Support Centre in Dhaka and it is now on full operational phase. The second VSC/Women and Children Support Centre (WCSC) is going to be established at Rangamati soon. To assess the needs, a Workshop on VSC was held at Rangamati Parjatan Hotel on 09 August, 2010. Additional IGP (Admin & Operations) and National Project Director of PRP Mr. N.B.K. Tripura, ndc inaugurated the workshop. The workshop was facilitated by Ms. Muminunnessa Shikha, Victim Support Specialist, PRP; Eva Fouzia, Gender Specialist, PRP, Assistant Commissioner of Police and Officer-in-Charge of VSC, Dhaka Ms. Mina Mahmuda. Additional Superintendent of Police, Rangamati Mr. Md. Bashar gave a presentation on the needs for establishing the WCSC/VSC at Rangamati. <http://www.prp.org.bd/09> and the workshop (Last entry October 12, 2010)

147 Appreciating that legal measures are not enough (the Penal Code; the Dowry Prohibition Act of 1980 (Act no. XXXV of 1980) which was amended as the Dowry Prohibition (Amendment); the Ordinance (1982) (Ordinance no. XLIV of 1984) which prohibits dowry in all forms and makes it punishable by imprisonment up to five years but not less than one year; the Cruelty to Women (Deterrent Punishment) Ordinance, 1983 (Ordinance no. LX of 1983) provides punishment up to deportation for life for kidnapping or abducting women, trafficking in women, cruelty for dowry and rape as well as abetment of such offences; Muslim Family Laws (Amendment) Ordinance, 1982 (Ordinance no. VII of 1982) restrains indiscriminate divorce and polygamy and the Family Courts Ordinance, 1985 provides for summary trial of offences regarding marriage, dowry, maintenance and guardianship and custody of the children, the Bangladeshi Government also initiated some support services. A National Advisory Council for Prevention of Violence against Women has been set up by the Government and a Prevention of Violence against Women Cell, headed by a Deputy Secretary, is functioning in the Ministry of Women's Affairs to monitor and deal with instances of violence against women at the national level. Committees to prevent violence against women have been set up in every district and Thana under the chairmanship of the Deputy Commissioner and the Thana Nirbahi (executive) Officer respectively. Each committee will take necessary steps to settle complaints received by it. Complaints that cannot be resolved by it will be referred by the Thana Committee to the District Committee and by the District Committee to the Director, Women's Affairs Division. Each committee will, within its jurisdiction, adopt measures to resist violence, strive to convert the anti-dowry campaign into a national movement and collect statistics on the instances of violence. The Deputy Commissioner will furnish monthly reports on violence in the district including the thanas to the Women's Affairs Division, which will in turn report to the Council. <http://www.unescap.org/esid/GAD/Publication/Violence.pdf> (Last entry October 13, 2010)

- **Permanent lack of commitment** from representatives of the entrepreneurs associations to compensate the victims of labour accidents in accordance with International Insurance Best Practices;
- **Permanent lack of commitment** from Trade Union and Civilian Society Representatives to fight for the free enjoyment of the more vulnerable groups (i.e. Widows and their Children) in their communities of residence of compensation derived from potential Schemes, and finally;
- **Permanent lack of commitment** from the International Buyers to apply sustainable sourcing policies derived from *Compliance* standards rigorously applied and contextualized to the complex realities of LDC, such as Bangladesh.

Their *mutual distrust* came from either a failure to abide by current Bangladesh Laws, a lack of resources to enforce an effective Legal Framework, or a consistent disregard for commitments voluntarily made by International Buyers after approving their respective Codes of Conduct for External Manufacturers and Suppliers.

This *Disaster* complex arena would also eventually serve as a foundation for its four Propositions that would support this Thesis.

CHAPTER 3 –ACADEMIC LITERATURE REVIEW- describes a second innovation that hinged on the design of a *relational* methodology to manage crises unfolding as a result of workplace accidents in LDC, based on the adaptation of several current management theories.

This *relational* approach intended to create a *Trust-based environment* that would drive a *Social Capital-Building Process*.

The expected outcome was to build enough *Social Capital* to be able to orchestrate a complex intervention in the mentioned and intricate *spider web*.

To explore this methodology, this **CHAPTER 3:**

- I looked briefly at the *Stakeholder Theory*;
- it discusses the notion of *Social Capital* as viewed by scientific literature and the Academy;
- it delves into the need to develop an encompassing *Social Capital Theory* based on a *relational approach* to serve as a foundation for the Spectrum Voluntary Relief Scheme sketched by this Thesis, and, finally,
- analyses several intervention strategies pursued by stakeholders present at the *Disaster* arena, employing a *relational approach*, and, secondly, it identifies knowledgeable stakeholders that would play a key role in deploying this *relational strategy* depending on how close and *intense* the relations binding them were before the *Disaster* and how much they shared crisis resolution *meta-purpose goals*.

To remedy the lack of similar experiences in academics and business practices to use as benchmarks in order to design the *solution* crafted by this Thesis, **CHAPTER 4 -METHODOLOGY-** describes both the methodologies developed ad hoc to build, on a short-term basis, this solution based on the equation ***Disaster = Hazard + Vulnerability***, so that, in the long run, it is possible to drive a progressive *Trust-building process* among traditionally confronted stakeholders in order to build a *relational good*

-*The Bangladesh Welfare Act (2006)*.

Hence, crafting the first *construct* -**{Hazard}**- required, as established by the Second Thesis Proposition, engaging *primary* stakeholders in the development of the following methodologies:

- the so-called *Fact Finding Mission*, a tool jointly developed by all *primary* stakeholders in a tripartite process to gather data to calculate injured workers' and fatal victim families'.

In a nutshell, the resulting, technically simple instrument proved necessary to quickly boost *Trust* among traditionally confronted primary stakeholders before moving on to create other, more complex tools and

- other set of instruments which had a more technical nature –namely, the *Scale* (based on the *Spanish Baremo*), required to value workers' personal damages derived from a workplace *Disaster*, and the *Spectrum Actuarial Scheme*, an actuarial calculation model for compensations, based on the Best International Insurance Industry Practices, adapted to a complex *Disaster* arena.

Then, to build the second *construct* -**{Vulnerability}**, it was necessary, as determined by the Second Thesis Proposition, to engage *secondary* stakeholders to design a methodology to assess current protection for women's rights in Bangladesh, based on (i) three VAW instances that characterised Bangladeshi women's reality -*Rape, Dowry-Dower* and *Acid*, (ii) a key indicator –the number of reported incidents vs. the number of claims filed in a court of law, at (iii) the following levels:

- Macro – at country level: Looking at aggregated VAW data and specific data on these three instances;
- Meso- at community level: Analysing the prevalence of VAW instances, based on data from claims filed at courts of law near the communities where Spectrum Widows and their children resided, and, finally,
- Micro –at community level: Considering data from VAW reports made at police stations in the communities where Spectrum Widows lived.

In short, this three-level analysis on VAW crimes that are common in Bangladesh revealed that Bangladeshi women were extremely unprotected (a very reduced number of cases were effectively brought to justice after reports were filed at police stations) and that their Rights to freely dispose of restitution payments resulting from the *solution* were also scarcely safeguarded by Bangladeshi laws.

This negative scenario forced me to design a third *construct* -**{Capacity}**, engaging, once again, *secondary* stakeholders to craft a methodology -*the Purdah Project*- to factor in the most vulnerable groups' *Vulnerability* before the disaster as well as their resilience after the factory collapse.

CHAPTER 5.- ANALYSIS it focuses how important it was to engage both *primary* and *secondary* stakeholders in the activities established by Thesis Propositions 2 and 3.

It also calculated the restitution amounts owed to wounded workers and deceased workers' families according to the *Spectrum Actuarial Scheme* and restitution limitations.

This analysis revealed, first, high VAW incidence levels, based on the data prevalence collection strategy that focused on the three VAW instances (*Rape, Dowry* and *Acid Attacks*) selected, and, second,

Bangladeshi women's defencelessness.

It also proved the existing correlation among high vulnerability levels, social exclusion, and curtailed freedom to dispose of restitution payments in earlier, similar experiences (*Friendship Scheme*) that preceded this *solution*.

Finally, this complex scenario characterised by unprotected Women Rights and vulnerability, compounded by the factory collapse, showed the need to safeguard the ability of groups at risk (i.e. Spectrum Widows and their children) to freely dispose of compensations by means of monitoring programs managed by third-sector representatives (Third Thesis Proposition).

Lastly, **CHAPTER 6 -CONCLUSIONS-** explores the implications derived from:

- managing the factory collapse as a *Disaster* and its corresponding cycle;
- addressing the Spectrum *Disaster* as a *social event* and, accordingly, on the basis of the equation, ***Disaster = Hazard x Vulnerability***;
- building the *solution* on a broad, relational notion of *Stakeholder Social Capital*, considering the implications of the roles played by:
 - all *primary* stakeholders in managing the *Spectrum Relief Programs* and the following Spectrum Recovery Programs: (i) *The Fact Finding Mission* ; (ii) *The Scale*; (iii) *The Spectrum Actuarial Scheme* and (iv) *The Revised Spectrum Scheme*;
 - all *secondary* stakeholders en los *Rehabilitation Programs*, and, finally,
 - the work carried out by both *primary* and *secondary* stakeholders to jointly build a *relational good* to mitigate the dramatic consequences of a labour *Disaster* in an LDC -*The Bangladesh Welfare Act (2006)*.

1.9. TABLE FOOTNOTES

- 1 In accordance with Bangladesh Factory Act 1077, CHAPTER I. APPROVAL OF PLANS OF FACTORY, FEES FOR LICENSING AND REGISTRATION 3. (1) There shall not be any construction or extension of any factory unless previous permission in writing is obtained from the Chief Inspector for such construction or extension.
<http://www.ilo.org/dyn/natlex/docs/WEBTEXT/50617/65128/E79BGD01.htm> (Last entry February 2, 2009)
- 2 <http://newsfrombangladesh.net/view.php?hidRecord=47433> (Last entry February 1, 2009)
- 3 http://www.doe-bd.org/1st_part/083-096.pdf (Last entry December 29, 2009)
- 4 Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707, signed into law November 23, 1988; amended the Disaster Relief Act of 1974, PL 93-288. This Act constitutes the statutory authority for most Federal disaster response activities especially as they pertain to FEMA and FEMA programs.
<http://www.fema.gov/about/stafact.shtm>
- 5 <http://www.fema.gov/news/disasters.fema?year=2003> (Last entry December 29, 2011)
- 6 <http://www.em.gov.au/Pages/default.aspx> (Last entry December 29, 2011)
- 8 *ibid.*
- 9 New Zealand Government, 2002: Section 4)

Chapter 2. - The Spectrum Disaster

2.1. INTRODUCTION

Chapter 2 tries to explain the roots of the multidimensional consequences derived from the Spectrum Disaster capturing the complex economic, labour and legal backgrounds (the spider web) where the Spectrum crisis was developed and which conditioned the later my intervention as CSR Global Director of INDITEX to mitigate some of its negative impacts in the live of its potential beneficiaries in the complex reality of a LDC, such as Bangladesh.

This multidimensionality involved the following actors and dimensions: (i) the Spectrum factory; (ii) the *contours* (the accident); (iii) the stakeholders (*primary* and *secondary*) - with some sort of interest – *stake* – in taking part in the resolution of the crisis, whether that be to resolve it or to indulge their own interests whereby the lack of *Trust* prevailed and, finally, (iv) the complex *Disaster scenario* derived from the consequences resulting from interlinking the mentioned following *Dimensions*:

- the first Disaster Dimension derived from the combination of both (i) the background created by the Bangladeshi authorities which failed to discharge their statutory duties and responsibilities relating to building construction, Labor Safety and Welfare (Sheikh Md. Salauddin¹ (The Daily Star, 2005), (ii) the lack of Bangladesh Governmental resources to monitor and control the effectiveness of the implementation of local regulations regarding Health and Safety issues, among others²;
- the second Disaster Dimension wove by the owners by building a nine-storied production facility violating of the applicable Bangladesh Laws and their corresponding Regulations³ (The Daily Star⁴, 2005)
- the third Disaster Dimension also coming from the old and ineffective existing local Legal Mechanisms⁵ (mostly all of them developed at the time of the *British Raj*) to calculate pension schemes in accordance with *International Insurance Best Practices* not appropriate neither to (i) compensate the Spectrum injured workers nor (ii) the families of those deceased in the *Disaster*;
- the fourth Disaster Dimension resulting for the lack of crisis protocols in place for RMG accidents and, among others, designed to rescue workers after the collapse of any garment factory allowing to rescue trapped people to resolve the obstacles suffered by the Spectrum workers⁶ and finally,

1 Advocate of the Supreme Court of Bangladesh and at present working for BLAST.
<http://www.thedailystar.net/law/2005/06/02/monitor.htm> (Last entry December 29, 2009)

2 i.e. Writ Petition No. 6070 of 199 (May, 2001) in which the Bangladesh High Court directed the government to take legal actions against all the faulty and unregistered garments factories and also directed the garments factories to provide sufficient number of Staircases and exit doors (at least two) (See Thesis Appendix 4)
The regulatory authorities were directed not to issue licenses where the factories do not comply with the Factories act and Fire service rules; the Bangladesh Bank was directed to make a circulation directing all the Banks not to allocate loans to the factories that do not have license or registration.
<http://www.thedailystar.net/law/2005/06/02/monitor.htm> (Last entry December 30, 2009)

3 A breakdown of the mentioned legal framework is as follows:
- the Constitution of the Peoples' Republic of Bangladesh: Articles 11, 14, 15, 21 27, 31 and 32;
- the Penal Code 1860;
- the Fatal Accidents Act 1855;
- the Workmen's Compensation Act 1923;
- the Employers Liability Act 1938;
- the Factories Rules 1979;
- the Bangladesh Environment Conservation Act 1995;
- Town Improvement Act 1953;
- the Building Construction Rules 1996;
- the Building Construction Act, 1952;
- the Factories Act 1965;
- the Savar Cantonment Act 1924 and, finally,
- the Savar Cantonment Building Bye-Laws 1982 and the Environment Conservation Rules 1997, among others).

4 <http://www.thedailystar.net/law/2005/06/02/monitor.htm> (Last entry December 29, 2008)

5 At the time of the Spectrum accident the legal framework of reference to calculate compensations derived from labor accidents was comprised, among others, by the Fatal Accident Act (1855), The Employers' Liability Act (1938) and the Workmen's Compensation Act (1923)

6 Noting that, following Daily Star (2007), to rescue the trapped Spectrum workers was necessary to remove one slab after another from top. But because of heavy weight and bulk and their reinforcement connections it was not easy to separate the slabs and pull them out. Therefore the rescue team cut open hole into the slab and removed it to get people out. But it was a time consuming process as these openings were made by drilling into the slab to form smaller pieces capable of being lifted by three cranes brought for the purpose. Capacities of these cranes varied between 120 and 60 tons. All these removal process took about eight days. Perhaps many lives could have been saved if there were demolition chemicals or rapid concrete disintegrators available at the time of rescue.

and among others and, finally,

- *the fifth Disaster Dimension* resulting from the inadequate *compliance* mechanisms applied by the International Buyers to guarantee the Health and Safety compliance of the factories which comprised their Supply Chains. Specifically, in a complex scenario where it was not requested a workplace Health and Safety Committee neither by Bangladeshi Law nor by the International Buyers which were outsourcing in Bangladesh.

2.2. THE SPECTRUM FACTORY

In 1997, Shahriyar Sayyeed Hossein opened the Shariyar Factory, a textile facility in Palashbari, outside the Savar Bangladesh Processing Zone, focused on making knitted T-shirts (multi-feed circular knitting garments)

It was this quick entrepreneurial accomplishment that initiated his first hand in hand undertakings with two International Buyers: Cotton Group (the biggest Belgium promotional T-Shirt Supplier) and Multiline, a German Group.

Soon after the opening came new production orders. These proceeded from other International Buyers, Carrefour Group being the next, and then KarstadtQuelle Group and its respective brands.

Nearing the end of the 90s, the Bangladeshi Government offered an extensive program of incentives to speed up the investments in the RMG Sector.

These programs included Tax and Duty exemptions of import machinery and their corresponding spare parts of 100%, and tax holidays for up to 10 years.

Shahriyar's father in law – Mahbubur Rahman - was an active member of the Bangladeshi Government. His family connection would facilitate to removal his ceiling on investments to expand his young business (Miller, D⁷, 2010)

His plans were ambitious: to expand his young factory into a new eight storey sweater factory stretching out from the back of the existing facility unit down the Baipal Canal. To do so he needed to obtain permission from the corresponding District Cantonment Board.

The delay in obtaining said permission did not prove to be an obstacle. Initially, he conformed to the construction of a four-storey industrial building. Shareware commenced the construction of the Spectrum Sweater factory at the end of 2000 before he received approval for this first phase of the Project which was finally issued in 2002 (two years later)

As it was mentioned by Islam⁸, Z. (2005), Shahriyar neither took RAJUK clearance on the land use plan nor had taken any approval of the building design. However, in 2003, Shahriyar decided to expand Spectrum Sweaters again by building new floors at Spectrum factory, continuing with full production whilst the concreting of the additional storey was underway, and submitting plans to the previously mentioned Cantonment Board for his dreamed five-storey upward extension.

The business scenario was so bright. The foreign market continued to play in his favor characterized by:

<http://www.thedailystar.net/law/2005/06/02/monitor.htm> (Last entry December 29, 2009)

7 Miller, D. (2010) "Zero Fifty Hours in Savar". The Story of the Spectrum Sweater Factory Collapse. Unpublished.

8 <http://newsfrombangladesh.net/view.php?hidRecord=47433> (Last entry January 1, 2009)

- generous quota allotments from the U.S. and E.U⁹ and
- the confidence in the sector boosted by the launch in Brussels (2001) of the called *Everything But Arms Initiative*¹⁰, which implied the continuation of the GSP for an indefinite period for all LDC, such as Bangladesh

2.3. SPINNING THE DISASTER.

But April 2005 was no a common day for Spectrum. Although it was a typical working day in the “sweater productions season” which commenced in February and that, unfortunately, was not able to conclude in the usual month of August.

The doors of the factory were open. The windows were not. It was spring and the lights would attract the mosquitoes.

“... At night the floor doors are open, but all the windows are closed. It gets very stuffy. This is to prevent insects from coming in...” (Comment 1. Woman who worked for Shahriyar Fabrics) (CCC¹¹, 2005)

The doors were closed. Some 200 workers must have been inside. The exact number never to be determined. The eight floors of Spectrum had been functioning for only 7 months.

The Spectrum’s sister factory was closed.

“...In my section there are 60 workers (Spectrum’s sister factory) 22 are men. That night no one was working there...” (Comment 1. Woman who worked for Shahriyar Fabrics) (CCC¹², 2005)

It was the time for a quick rest.

“...It was snack time and the supervisor said he will bring the snacks...” Suddenly the floor started sinking, like we were in a lift..” (Comment 7. 7th floor machine operator) (CCC¹³, 2005)

Other workers were also having their dinners:

“...I was eating together with two other persons on the 4th floor when suddenly the light went off and things started falling...” (Comment 5. Cleaner on 4th floor) (CCC¹⁴, 2005)

And then,

9 The big quota allocation meant that buyers, whose apparel imports from China and other countries were limited by the quota system, were encouraged to source from Bangladesh due to its large allocation.
http://fairwear.org/images/2010-01/bangladesh_fwf_country_study.pdf (Last entry January 2, 2009)

10 The basic rationale of the Generalised System of Tariff Preferences (GSP) was that developing countries cannot compete with developed countries. However, some developing countries cannot even face the competition of other developing countries. Therefore there was a need to target the tariff preferences available under the GSP to the Least Developed Countries (LDC), which need them most.
In February 2001, the Council adopted the *Everything But Arms (EBA)* initiative (Regulation (EC) 416/2001), granting duty-free access to imports of all products from LDC without any quantitative restrictions, except for arms and munitions.

The *EBA* Regulation foresees that the special arrangements for LDC should be maintained for an unlimited period of time, so that they would not be subject to the periodic renewal of the Community’s scheme of generalised preferences.

<http://www.delbgd.ec.europa.eu/en/trade/eba.htm> (Last entry January 2, 2009)

11 <http://www.cleanclothes.org/news/interviews-with-workers-survivors-and-relatives> (Last entry December 31st, 2009)

12 <http://www.cleanclothes.org/news/interviews-with-workers-survivors-and-relatives> (Last entry December 31st, 2009)

13 <http://www.cleanclothes.org/news/interviews-with-workers-survivors-and-relatives> (Last entry January 1, 2009)

14 <http://www.cleanclothes.org/news/interviews-with-workers-survivors-and-relatives> (Last entry January 1, 2009)

"... Suddenly the floor started sinking, like we were in a lift. From up some things fell on my head, then I became unconscious..." (Comment 7. 7th floor machine operator)) (CCC¹⁵, 2005)

A Twenty-four-year old Abdul Halim who was rescued alive also mentioned:

"... It all happened within a second or two. Suddenly the floor beneath me broke open and I along with two others in the same room fell in the reserve (water) tank. When I regained consciousness I thought I had been electrocuted. But the next moment I could feel my legs and the left part of my abdomen were entangled with pieces of bricks and concrete and I thought it must have been an earthquake¹⁶..."

Shafiqul¹⁷, a 17-year-old lad from Manikganj, rescued after 14 hours, but his ordeal was of shorter duration as he lost sense around an hour after the collapse. The blissful unconsciousness lasted until he was about a couple of hours away from being rescued.

"...It was absolutely dark. I was trying to move, but could not. Then I realized that a wall had landed horizontally on my legs," are all he now remembers of his 15 hours' burial. He remembers another thing too. "I was very frightened," he adds a little later..." (The Daily Star¹⁸, 2005)

After the collapse the path to escape was uneasy task:

"... There were about 150 workers on my floor that night, about 100 could escape during and after the collapse. The doors of my floor were open but the main gate on the road side was locked. The key was with one of the Ansars (guards) who didn't want to open the gate. He only did so after a security man came and forced him to open it¹⁹ ..." (Comment 6. Helper working on 1st floor- dying section) (CCC²⁰, 2005)

A Spectrum worker also mentioned:

"...I fell some 50 feet down. A loose brick hit me and I found myself lying on my back, if it wasn't for that the falling roof would have crushed me to death. After the fall I saw, rather felt, there was a grave-like darkness all around, being stuck in bricks and disjointed parts of heavy machinery. The roof above me was only a few inches high, so I could not even sit, not to mention stand up. After sometime I started to crawl on my back, getting cuts and bruises all over my body. Passing every inch seemed to take an eternity..." (The Daily Star²¹, 2005)

Other worker mentioned:

"... When I woke up after some time I was lying flat, with my face on the floor, everything was dark, I could hear other people calling "...mother..., ... mother..."

I had hardly any space to move, there was only this much [shows about 30 cm] above me. I could only lie down. A pillar had fallen just next to me. I could hear people's voices outside and I called them, but they did not hear me. Then I found a stick near me, and I poked with it to give a signal. Then they discovered me. They had to cut steel rods and then I was free, after about 17 or 18

15 <http://www.cleanclothes.org/news/interviews-with-workers-survivors-and-relatives> (Last entry January 1, 2009)

16 <http://www.thedailystar.net/magazine/2005/04/04/cover.htm> (Last entry January 1, 2009)

17 Actually working at INDITEX CSR Department at Bangladesh Office.

18 <http://www.thedailystar.net/magazine/2005/05/01/cover.htm> (Last entry February 11, 2011)

19 <http://www.cleanclothes.org/news/interviews-with-workers-survivors-and-relatives> (Last entry January 1, 2009)

20 <http://www.cleanclothes.org/news/interviews-with-workers-survivors-and-relatives> (Last entry January 1, 2009)

21 <http://www.thedailystar.net/magazine/2005/04/04/cover.htm> (Last entry January 1, 2009)

hours, at around 5 in the afternoon..." (Comment 7. 7th floor machine operator)) (CCC²², 2005)

And, finally, the silence took hold.

Sixty-four workers had died following the collapse of the factory. Two of them were women (one of them 7 months pregnant) and twenty-one of them were of an age younger than twenty-one.

A situation which constituted a clear violation of the *Bangladesh Factories Act 1965*²³ which clearly stated in its Section 65. "Further Restrictions on the Employment of Women" (Paragraph (b)) that no woman shall be allowed to work in a factory except between 7 a.m. and 8 p.m.

Issues confirmed by Spectrum workers interviews:

"... At the time of the collapse there were about 80 workers on my floor, 3 of them were women - Momotaz, Amena and Alea- ..." (Comment 1. Sweater machine operator - 7th floor) (CCC²⁴, 2005)

Issue also confirmed by other Spectrum worker:

"... On my floor there was a woman who was to deliver a baby in one and a half months. She also died. Alea, they recovered her body 4 days later. She had asked for leave from the owner, but they had forbidden it, had not given her leave..." (Comment 10. Machine operator on 7th floor - left arm amputated) (CCC²⁵, 2005)

And also added:

"... On my floor there were 2 women, both of them died. From the other one they didn't find the dead body.

Her name was Parbin, isn't it? ..." (Comment 10. Machine operator on 7th floor - left arm amputated) (CCC²⁶, 2005)

2.4. THE SPECTRUM DISASTER CONSEQUENCES

According to the Army, the rescuers had found a total of 69 dead bodies and 89 injured while 7 dead bodies could not be identified (Daily Star²⁷, 2005). More than half of these (55%) with severe wounds.

None exceeded the age of 25. Its direct consequences:

- Dispersed Hospital Care, as a result of the lack an appropriate protocol for the RMG Sector, specifically designed for the correct handling of those injured in this type of *Disaster*.

Thus:

- 18 injured workers were taken to the Private Hospital Apollo;

²² <http://www.cleanclothes.org/news/interviews-with-workers-survivors-and-relatives> (Last entry January 1, 2009)

²³ <http://www.ilo.org/dyn/natlex/docs/WEBTEXT/47346/65073/E65BGD01.htm> (Last entry December 29, 2009)

²⁴ <http://www.cleanclothes.org/news/interviews-with-workers-survivors-and-relatives> (Last entry January 1, 2009)

²⁵ Ibid.

²⁶ Ibid.

²⁷ <http://www.thedailystar.net/law/2005/06/02/monitor.htm> (Last entry December 29, 2008)

-others received medical treatment in the "Cantonment Military Hospital"²⁵ and those with more severe wounds were moved to the Orthopaedics Hospital²⁸ (Dhaka) and Gono Shasthya Hospital²⁹ (Savar) and, finally,

- other were moved to many hospitals:

"... I was in 4 different hospitals for 18 days altogether..." (Comment 1. Sweater machine operator. 7th floor) (CCC³⁰, 2005)

- Dispersed financial assistance, necessary to cover the immediate hospital care costs of the wounded. Thus, some injured workers, whose hands, legs, fingers or other body parts were amputated received treatment at the *Orthopedics Hospital* (Dhaka) and the *Goon Shasthya Hospital* (Savar³¹) in a messy scenario described through the following Spectrum workers comments:

"... I have a damaged collarbone and kidney (...) While I was in the hospital, two people from BGMEA came and gave me 9000 Taka for treatment (100 Euro, approximately).

They also promised to pay the remaining 9000 Taka for treatment later on and to pay for the operation..." (Comment 1. Sweater machine operator. 7th floor) (CCC³², 2005)

Other Spectrum worker commented:

"... I have a broken arm and several marks on my neck and back. I was in Habib clinic for 18 days. One BGMEA person came and promised to pay my expenses, but I have not received any money yet..."(CCC³³, 2005)

Other injured also mentioned:

"... I was taken to the Army Medical hospital and was operated at about 7 p.m.

The doctor told me that they would try to save my arm, but they might have to amputate it.

He asked my consent.

I told him to do what is best.

We are poor, so if you can save my arm, then keep it.

The operation succeeded very well. Then on 13 April, around 2 p.m. I was sent to this hospital. From BGMEA Mr. Belal comes every now and then and someone from the owner's side, an accountant (Zahed?) who used to pay our salary. He gave some money 9000 Taka.

28 Ibid.

29 Ibid.

30 Ibid.

31 Mozaffar Hossain, 24, Noor-e-Alam, 29, Motaleb Hossain, 25, Kamal Hossain, 22, Rafiqul Islam, 24, Manjurul Islam, 25, Shafiqul Islam, 20, were treated in Orthopaedic Hospital and Farida, 22, at Gono Shasthya hospital. <http://www.bangladesh-web.com/view.php?hidRecord=46093> (Last entry December 29, 2009)

32 Ibid.

33 Ibid.

The owner and director never came to see us. BGMEA gave 6000 Taka I did not pay for the operation, that was free, a government hospital...” (Comment 10. Machine operator on 7th floor. Left arm amputated) (CCC³⁴, 2005)

The dramatic impact on the life of those families that were dependent on the wounded or deceased workers:

“... I live here with my wife and 10-year old son, my daughter is already married. My wife got a job with Shahriyar Fabrics 7 days before the collapse, so she is now also jobless. We have no other source of income and our house rent is 350 Taka per month...” (Comment 4. Cleaner on 4th floor) (CCC³⁵, 2005)

Other also mentioned:

“... I get my salary correctly, but for the last month I got only half salary. I came to Dhaka one and a half years ago. I am from Pabna district. I am alone here, my parents and 2 married sisters are at home. My father is a sharecropper, we have no land of our own. I cannot send any money home because my wages are too low, I need all my money for myself to survive...” (Comment from Helper working on 1st floor-dying section) (CCC³⁶, 2005)

And finally other mentioned:

“... I am from a big family of 11 persons. I have 4 brothers and 2 sisters. Most of them are in the village in Mymensingh. My eldest brother is agricultural labourer.

We have no land. My parents are old now, my father cannot work any more.

I was the only breadwinner.

“...I demand 4 lakh [400,000] Taka...” (Comment 11. Machine operator on 7th floor in orthopedic hospital) (CCC³⁷, 2005)

Those negative consequences derived from the very same destruction of the Spectrum accounting records, from which the immediate effect was:

- The non-payment of the corresponding salaries Thus, a Spectrum worker mentioned:

“...I lost my job like everyone else. I started working there only 19 days ago. The factory still owes me 19 days salary. This card shows the days I have worked. I asked for my salary but have not received it so far. I worked in production, for piece rate...” (Comment 2. Spectrum worker who was not present that night) (CCC³⁸, 2005)

- The non payment of the corresponding overtime, being the justification given by the Spectrum factory owner that this was in *mitigation of losses*:

“... They refused to pay the rest,’ because ‘the management said the owner was yet to get bail

³⁴ Ibid.

³⁵ Ibid.

³⁶ Ibid.

³⁷ Ibid.

³⁸ Ibid.

which was the company was facing fund constraints³⁹...

Other mentioned:

"... On the 20th of the month the salary is fixed and on the 10th of the next month it is paid. Sometimes we would get it one more month later. So that was not good for the people, we are all poor. On the night of the accident it was the 10th, payday. Some people had been working till 9 p.m. and others came for the night shift at 9 p.m.. Between 9 and 10 p.m. salaries were paid.

The owner gave us once less salary, but we could not say anything. If we would say something the owner's enforcers (mastan) would come and beat us up and they would call the police. In all areas owners know the enforcers very well, they have a good relationship with them..." (Comment 10. Machine operator on 7th floor. Left arm amputated) (CCC⁴⁰, 2005)

- The impossibility of returning to their homes due to the financial scarcity derived from the *Disaster*. Noting the following comments:

"... I have no income now. We rent this room [in a tin-sheet house] for 800 Taka per month. My sister lives in another room here, she works in another garments factory. My husband had no brothers, only 4 married sisters. My husband and I came from the village only 2 months ago to search for work. My father in law died 1 month ago, one month after we came here. And then finally my husband got this job, only 9 days ago. What will be my future?..." (Comment 7. Wife (16 or 17 years old) of Siddiqui who died) (CCC⁴¹, 2005) and, finally,

- Following Daily Star⁴², (2005), the collapse of the sweater factory left many employees jobless, forcing them to fast or to beg from shop to shop. A large number of employees have also been forced out of their residence or have voluntarily left because they could not pay the rent.

2.5. SPINNING THE DISASTER THREADS

The immediate thought that came to mind in all International Buyers involved in the Spectrum crisis was if Spectrum's Management was aware of the possible structural damages that could arise.

CCC tried to answer this question through the data obtained in the field work carried out by its displaced CCC Team (April-May 2005), revealing this silent truth from the report that it made a few days after the *Disaster* noting that:

"... I have seen a crack, on the backside - the east side, in the ceiling on the side of the bathroom. I saw that 5 days before the collapse and reported it to the engineer, He works there always, some construction work was going on inside on the 9th (8th) floor. The engineer told me 'huh, what do you understand'. Go back to your work and don't talk about it to anyone. People might get scared. So I didn't talk about it to others. I don't know how many knitting machines there were but ...When the machines were started the building was bumping..." (Comment 7. Store worker.- Worked for both factories)

³⁹ <http://www.bangladesh-web.com/view.php?hidRecord=46093> (Last access December 29, 2008)

⁴⁰ Ibid.

⁴¹ Ibid.

⁴² <http://www.thedailystar.net/2005/04/22/d5042201033.htm> (Last entry December 29, 2008)

Issue also reported by Spectrum workers to Daily Star⁴³ (2005):

"... Workers detected the cracks about 16 hours before the building caved in and immediately reported the matter to the higher authorities of the Shahriyar Fabrics Industries Ltd and the Spectrum Sweater Industries Ltd, according to an official source..."

"... But no step was taken to evacuate the building or to have it inspected by an expert. Instead, workers were asked to continue production to meet a deadline for export," the source said..."

However, survivors, when asked about this issue, denied any evidence of cracks.

"...No, we have not seen any crack. It is a lie. If it was true everybody would be scared and no one would work there. I heard that the foundation was for 5 floors, but they made 9 floor..." (Comment 10. Machine operator on 7th floor - left arm amputated) (CCC⁴⁴, 2005)

Given the trajectory of the collapse only certain parts of the factory structure may have indicated a fracture, but it would have required a fully functioning well trained health and safety committee and dedicated and responsive management to have called for a structural survey and possible evacuation of the building.

Other workers, probably with the benefit of hindsight, were concerned about overloading and vibration on the floors. Thus, a Spectrum worker commented:

"... I don't know how many knitting machines there were but there were 32 very heavy knitting machines for knitting t-shirts. When the machines were started the building was bumping..." (Comment 7.- Store worker.- Worked for both factories)

2.6. WHO'S AND WHY'S

Trying to answer the Who's and the Why's was not only a reality that accompanied those that, to a great extent, saw themselves involved since 2005 in the tragic consequences derived from the collapse of the Spectrum factory, but was also a setting that was present in the minds of those others involved in the following accidents that have occurred in Bangladeshi these last few decades:

Table 2.1.- Labor accidents in RMG Sector.

Accident Date.	Factory Name.	Location.	Number of casualties.	International Buyers.
1990.	Saraka Garments, Ltd*.	Mirpur (Dhaka)	32.	Not available.
1995.	5 Poster Industries**.	Pallabi, Mirpur (Dhaka)	10.	Not available.
1996.	Trimud/ Suntex**.	Pallabi, Mirpur (Dhaka)	11.	Not available.
1996.	Lusaka Garments*, Ltd.	Ibrahimpur (Kafur, Dhaka)	22.	META APPARELS S.P.A (ITALY) UPIM S.R.L., INSTYLE S.P.A (ITALY) G.I.T. S.P.A, LA RINA SCENTE S.P.A. (ITALY)
1996.	Navelli Garments**, Ltd.	Mohakhali (Dhaka)	5.	Not available.
1996.	Tamanna Garments**, Ltd.	Mirpur (Dhaka)	27.	Not available.
1996.	Tohidul Fashion, Ltd**.	Shewrapara (Mirpur, Dhaka)	14.	Not available.
1997.	Rahman & Rahman, Ltd**.	Mirpur (Dhaka)	22.	Not available.
1997.	Shanghai & Zahanara Garments, Ltd*.	Gazipur (Dhaka)	24.	Not available.

⁴³ <http://www.thedailystar.net/2005/04/25/d5042501044.htm> (Last entry January 1, 2009)

⁴⁴ Ibid.

1997.	Jahanara Fashion*, Ltd.	Narayanganj (Dhaka)	20.	Not available.
1998.	Phoenix Garments, Ltd* ¹ .	Tejgaon.	10.	Not available.
1999.	Rose Garments, Ltd**.	Gazipur (Dhaka)	5.	Not available.
2000.	Globe Knitting, Ltd* ² .	Banani (Dhaka)	12.	Not available.
2000.	Dora Garments, Ltd**.	Gulshan (Dhaka)	12.	Not available.
2000.	Chowdhury Knitwears ³ , Ltd**.	Shivpur (Narsingdi)	53.	TOP GRADE INTERNATIONAL (GERMANY); ETAM (SINGAPORE) SRG (UK) SIGMATEX (USA) NAYER , UKVISAGGE, (UK) KIK TEXTILJEN . (GERMANY); DOT DELTA (USA); MUSTANG INTERNATIONAL. (BANGLADESH AND UK); WIBRA (GERMANY) HEBEDTREIT (GERMANY)
2000.	Macro Sweater, Ltd*.	Dhaka.	23.	Not available.
2001.	Miko Sweaters, Ltd**.	Mirpur (Dhaka)	24.	Not available.
2004.	Omega & Shifa Apparels, Ltd**.	Mirpur (Dhaka)	8.	Not available.
2004.	Chowdhury Knitwear*.	Narsingdi	23.	
2005.	Sun Knitting & Porcessing, Ltd*.	Siddhirganj (Narayanganj)	23.	Not available.
2005.	Spectrum Sweaters, Ltd.	Savar (Dhaka)	64.	Carrefour, Karstad Quelle and INDITEX, among others.
2006.	KTS*	Chittagon.	62.	INDITEX.
2006.	Phoenix Building ⁴	Tejgaon	22.	
2006.	Imam Group ⁵ .	Chittagong	57 workers injured.	
2006.	Sayem Fashions ⁶	Gazipur (Dhaka)	3.	

http://www.textiletoday.com.bd/index.php?pid=magazine_news&issue=2&year=2010&type=Y (Last entry February 14, 2009) also Fairwear Foundation Report (2006)

Some days after the *Disaster*, an investigation team made up of five members of the *Rajdhani Unnayan Kartripakkha* (RAJUK) from the *Capital Development Authority* conceded in its Report published on April 27 (2005) that the collapse of the building was attributed to overloading, faulty laying of the foundation and improper use of construction materials and, in the same way, the Report issued by the Institute of Diploma Engineers⁴⁵ (IEB), (October 2007) would identify *ultimate cause* of the collapse of the building the weak concrete that was made the northeast corner column, containing clay and other deleterious particles and consequently:

- responsible for triggering the collapse of the structure at that fateful night;
- upon the triggering, the hinges started to form at slab-column connections at top storey levels pushing the upper floors to fall in a sway motion towards east and northeast direction. A mild sway of the southern side columns to southward direction also took place and, finally,
- the collapse of the upper floors caused a tremendous vertical impact on the lower stories, which action caused the lower stories to come down vertically. Falling of the lift core added the final blow (The Daily Star 2005⁴⁶)

⁴⁵ Dhaka Survey School was established in 1876 as a survey school for training surveyors at Nalgola, in Old Dhaka to train surveyors for the then Government of Bengal of British India. Later, generous grants from Nawab Ahsanullah, a renowned Muslim patron of Education and member of the Nawab family of Dhaka enabled it to expand as a full fledged engineering school. Ahsanullah School of Engineering offered three-year diploma courses in Civil Engineering, Electrical Engineering and Mechanical Engineering. In recognition of the generous financial contribution from the then Nawab of Dhaka, it was named after his father Khwaja Ahsanullah. It was moved to its present premises in 1912.

After the partition of India in 1947, it was upgraded to Ahsanullah Engineering College, as a Faculty of Engineering under the University of Dhaka, offering four-year bachelor's courses in Civil, Electrical, Mechanical, Chemical and Metallurgical Engineering. In 1962, it was renamed as East Pakistan University of Engineering and Technology (EPUET). A partnership with the Agricultural and Mechanical College of Texas (renamed Texas A&M University in 1963) was forged, and professors from A&M came to teach and to formulate the curriculum. During this period, EPUET offered courses in Mechanical, Electrical, Civil, and Chemical engineering, and Architecture.

After the liberation war of 1971, Bangladesh became independent, and EPUET was renamed to Bangladesh University of Engineering and Technology (BUET). Several more departments to offer graduate and undergraduate courses in different subjects like: Naval Architecture & Marine Engineering, Industrial & Production Engineering, Petroleum & Mineral Resources Engineering, Computer Science & Engineering were included in the university at different times.

http://en.wikipedia.org/wiki/Bangladesh_University_of_Engineering_and_Technology (Last entry February 11, 2011)

In 2007, BUET celebrated 60 years of engineering education in Bangladesh by arranging a series of programs and events.

⁴⁶ <http://www.thedailystar.net/story.php?nid=7568> (Last entry December 29, 2008)

But what would really be revealed in the mentioned *IEB Report (2007)* and would, in definite, condition all future intervention though the *solution* was a warp – *Disaster-* of shared responsibilities among all stakeholders present at the Spectrum *Disaster* arena.

Thus, at Spectrum level, the following Table 2.2. included in the mentioned *IEB Report (2007)* showed the following *complex scenario of shared responsibilities* among the main stakeholders present at the Spectrum accident (Spectrum Owner, RAJUK/Cant. Board, Government, Designer and Supervisor, among others)

Table 2.2.- List of actions, inactions and non-compliance Issues by the IEB Report (2007)

Actions/Inactions/Noncompliance.	Responsibility.	Result.
Application for approval on a nine storey building to RAJUK/ Canton. Board/ Factory Inspection Office.	Owner.	No document or information about the building available with appropriate authorities.
Responsibility for vigilance against unauthorized constructions of a 9 storey building.	RAJUK/Cant. Board.	Unaware and indifferent to construction of a dangerous unsafe high-rise factory building.
Provision for checking structural and foundation design by a competent engineer for a high rise building.	<i>Building Constructions Rules (1996)</i>	Clause 6 of the Order contradicts requirements of such provision.
Provision for appointing a <i>Building Official</i> , as proposed in "BNBC 1993".	GoB.	Not implemented by GoB in the Spirit of BNBC 1993.
Appointment of a consultant for design through diploma engineer who hire a graduate engineer to do the structural design.	Owner.	It is likely that the Owner was not aware of the capability of the person designing the building and the consequences that are likely to develop.
Faulty design considerations made by the Engineer assigned to the job.	Designer.	Weak columns and stiff slabs resulted in sandwich type of collapse trapping people to death.
No Contractor was appointed for construction of the building. Two diploma engineers executed the job with labour contracts being constructions materials and labour paid by the Spectrum owner.	Owner/ Supervisor.	Supervisors did not stick to the material specifications and failed to adequately supervise constructions of critical elements of the building, such as foundation column, which led to the catastrophic failure.
Supervision by the designer.	Designer.	Designer supervised the work from time to time but did not make any comments on quality of construction.
No Quality Assurance (QA) system was in place.	Owner/ Constructor/ Supervisor	No proper and documented check on quality control was in place for the construction work. NO QA Scheme was followed by any party.

Source: IEB Report⁴⁷.

Definitively, a *Disaster* resulting of the combination of the following shared responsibilities:

Table 2.3.- Analysis of shared responsibilities by stakeholder involved at Spectrum Disaster.

Stakeholder at the Spectrum Disaster arena.	Shared responsibilities by primary stakeholder involved at Spectrum.
Legal Framework.	<p>The <i>Building Construction Act</i> (1952):</p> <ul style="list-style-type: none"> did not recognize construction and occupational safety as an important aspect of building construction. Main emphasis is given to planning and land use only; The <i>Building Construction Regulations</i>⁸ (1996) failed to include BNBC 1993 recommendations for supervision of building design and construction and, vested design responsibility only to the architect for any structure and for residential buildings higher than four stories.

⁴⁷ <http://www.thedailystar.net/story.php?nid=7568> (Last entry December 29, 2008)

<p>Approving Authority (RAJUK/Cantonment Board)</p>	<ul style="list-style-type: none"> unaware and indifferent to construction of a dangerously unsafe high-rise factory building built within its jurisdiction; failed to stop unauthorized construction. In other words, although at the time of the accident there was a specific legislation – Section 39 of the <i>Factories Act (1965)</i>⁵⁷ (focused specifically on building safety issues in Bangladesh) was in place, the enforcement of the mentioned legislation was not. <p>Thus, whilst <i>unannounced visits</i> were considered by the mentioned <i>Act (1965)</i> as a tool to monitor its implementation, there was a lack of trained resources. In this sense could be noted that the Office of the Chief Inspectorate of Factories and Establishments (CIFE) whose responsibility was to enforce the <i>Factories Act (1965)</i> and <i>Factory Rules (1979)</i> in the factories of the main BGMEA associated in its four Divisional Offices – Dhaka, Chittagong, Khulna, and Rajshahi – was comprised by a teams which included no more than 110 staff.</p> <p>Thus, for Dhaka Division, which covered the area where the Spectrum factory was located were active four inspectors for policing safety. Its meant that before the <i>Disaster</i>, Spectrum had one in 729 chance of ever receiving both a health and safety and welfare inspection (Miller, D^o, 2010);</p> <ul style="list-style-type: none"> involved an absence of exemplary punitive fines (no exceeding Taka 1,000 (11 Euro) and, finally, included the common practice of accepting <i>bribe</i>⁵¹⁰ (Transparency International Bangladesh, 2005)
<p>The Owner (Although there were an specific regulation focused on construction of industrial buildings in Bangladesh)</p>	<ul style="list-style-type: none"> neither took RAJUK clearance on the land use plan nor had taken any approval of the building design (five to nine stories¹¹) according to the report of the five-member RAJUK probe body headed by its member (planning and development)¹²; did not have the knowledge of selecting an adequately qualified engineer to design the structure; was unaware of implication of not appointing a qualified/experienced contractor for execution of the job and was unaware of the necessity of quality assurance system for such a critical structure.
<p>The Designer (Although there were normalized procedures (ISO) in place to design industrial buildings in Bangladesh)</p>	<ul style="list-style-type: none"> made faulty design considerations such as live load, superstructure system and inadequate consideration for lateral loads, among others; did not provide detailed drawings for all connections and, finally, did not get his designs checked by another qualified engineer or advise the owner in this regard.
<p>Construction Supervisors (Although there were procedures in place)</p>	<ul style="list-style-type: none"> failed to ensure materials specifications, structural dimensions and details, and monitoring of the quality of the work, being the building design deviated during the construction and brick chip was used instead of stone on the foundation of the building⁶² and did not seem to have been aware of the consequence of inadequate supervision and as result.

2.7. THE EXTERNAL DISASTER CONSEQUENCES.

Although the International Buyers present at the Spectrum Disaster (Cotton Group, Karstad Quelle and INDTEX), were active participants both in designing the “social audit” methodology and promoting the mentioned BSCI Dialogue Platform at international level, all of them have been committed, following its Audit Guide (2009: 2) Introduction⁴⁸, on a common procedure to ensure minimum social standards in import markets, they also contributed to spun the negative consequences derived from the Disaster following threads:

⁴⁸ BSCI Social Audit Guidelines (2005)

- *The first thread* was the result of a lack of compliance to the commitments of the International Buyers to carry out the corresponding *social audits* in accordance with the BSCI methodology (scope⁴⁹ and extension), being Spectrum facility never subjected to any social audit.

Moreover, following Miller, D. (2010) the Spectrum owner, when interviewed, did not appear to understand the term;

- the *Second Thread* was the result of inappropriate control of subcontracting activities (Traders⁵⁰) by the External Manufacturers and Suppliers which comprise the Supply Chain of the International Buyers and members of BSCI, contravening Chapter 2.2.3. of the *BSCI Audit Guide 2009*⁵¹, such as:
 - INDITEX placed its production orders through an Indian Trader without an appropriate control;
 - KarstadtQuelle, although did not source directly from Spectrum, and its Bangladesh agent had ceased sourcing from the factory in 2004 (for reasons of bad quality and late deliveries). They had not undertaken a *social audit* and, finally,
 - Neckermann (KarstadtQuelle's subsidiary) had been sourcing directly from Spectrum, but no internal auditing staff from the company had visited the factory⁵².
- Although BSCI methodology was developed in accordance with the *ILO Convention 155*⁵³ and Rec-

⁴⁹ In accordance with the BSCI methodology and following the Table 2.4. the number of "man days" to perform a social audit at Spectrum facilities should be no less than 4 days.

Table 2.4.- Breakdown of man-days number in accordance with BSCI Methodology

Facility size.	Initial audit duration (including 0.5 audit planning and reporting time)	Number of workers to be interviewed	Re-audit duration (on site time)
1-100 workers.	1.5 days.	1-10	1 day
101-250 workers.	2.5 days.	10-15	1 day
251-500 workers.	3 days.	15-20	1 day
501-750 workers.	3.5 days	20-25	1 day
751-1000 workers.	4 days.	25-30	2 days
1001 workers +	4.5 days.	>30	2 days

⁵⁰ Following BSCI Audit Guide 2009 (page 6), "... Trader is Business entity with a direct contractual relationship with the BSCI member as suppliers but no own production. Traders are also often called agents. These suppliers usually are a service office without own production..."

⁵¹ Following BSCI Audit Guideline (2009) 2.2.3. Audit Scope: "... The sub-contractors have to be involved and monitored via the producers while the sub-suppliers are not involved directly in the BSCI system..."

⁵² Notes of a Meeting on Spectrum Bangladesh Collapse Case and Monitoring held Monday, July 18, 2005 at KarstadtQuelle Head Office, Essen, Transnational Information Exchange, Germany. Also mentioned by Miller, D. (2010)

⁵³ The ILO Convention 155 stated in its Article 4: "...The aim of the policy shall be to prevent accidents and injury to health arising out of, linked with or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment"

Article 5.- "The policy referred to in Article 4 of this Convention shall take account of the following main spheres of action in so far as they affect occupational safety and health and the working environment:

- design, testing, choice, substitution, installation, arrangement, use and maintenance of the material elements of work (workplaces, working environment, tools, machinery and equipment, chemical, physical and biological substances and agents, work processes);
- relationships between the material elements of work and the persons who carry out or supervise the work, and adaptation of machinery, equipment, working time, organization of work and work processes to the physical and mental capacities of the workers;
- training, including necessary further training, qualifications and motivations of persons involved, in one capacity or another, in the achievement of adequate levels of safety and health;
- communication and co-operation at the levels of the working group and the undertaking and at all other appropriate levels up to and including the national level;

ommendation 164⁵⁴ (Occupational Safety and Health), the *Third Thread* was the result of an audit scope which did not include any structural building assessment, focusing strictly on the following areas:

1. (B.11.2) General Safety conditions with specific attention to the production site area;
 2. (B.11.4) Electricity;
 3. (B.11.5) Fire Protection with specific attention to fire early warning system installed such as smoke sensors, fire alarm systems and alarm devices, among others;
 4. (B.11.6) Escape routes;
 5. (B.11.7) Emergency Exits;
 6. (B.11.8) Machine safety and, finally,
 7. (B.11.9) Steam boiler.
- *The fourth thread* was the lack of requirement on the International Buyers behalf to implement a Health and Safety Committee that would have allowed not only the detection of possible structural problems of the building, which are commented on by some of the Spectrum workers mentioned previously in point 2.5, but also those relate to labour accidents that had occurred before the collapse of the factory such as:
 - *Three months prior to the accident a woman worker was injured by an electric shock after her shawl became tangled in a live 11 KV line adjacent to the exit door and*
 - *a worker from the dyeing section had been scalded to death when he opened a tap on the machine* (Miller, D⁵⁵, (2010: 70))

2.8. CONCLUSIONS

International pressures on INDITEX, a complex scenario (the mentioned spider's web), a lack of field experience, and the absence of local and international contacts to help manage the crisis were all circumstances that forced me to rethink the role a young, inexperienced multinational should play in a crisis of such magnitude.

It was no longer relevant whether INDITEX had accidentally been present at the scene of the *Disaster* as a result of an uncontrolled outsourcing decision that failed to comply with its own Code of Conduct for Outsourcing Manufacturers and Workshops.

• *the protection of workers and their representatives from disciplinary measures as a result of actions properly taken by them in conformity with the policy referred to in Article 4 of this Convention...*
<http://www.ilo.org/ilolex/cgi-lex/convde.pl?C155> (Last entry December 29, 2009)

54 (1) To the greatest extent possible, the provisions of the Occupational Safety and Health Convention, 1981, hereinafter referred to as the Convention, and of this Recommendation should be applied to all branches of economic activity and to all categories of workers.

(2) Provision should be made for such measures as may be necessary and practicable to give self-employed persons protection analogous to that provided for in the Convention and in this Recommendation.
<http://www.ilo.org/ilolex/cgi-lex/convde.pl?R164> (Last entry December 29, 2009)

55 Ibid.

After April 2005, it was crucial to me to convince the INDITEX' s Board to embrace a new, transforming dimension of CSR management for complex crises unfolding after workplace accidents at manufacturing/production units in its vast –and, often, unsupervised- Supply Chain.

All the lessons I learned in the past had turned into useless memories. All the tools I used to manage crises in other latitudes (Morocco, Peru, Turkey or Portugal) had become obsolete.

An intervention in the *spider web* resulting from the factory collapse characterised by an ongoing *Dis-trust* among all stakeholders called for an innovative *relational* and *multi-stakeholder* approach that would actually match the business model pursued by INDITEX since its inception in 1975.

To that end, the intervention approach recommended by the CSR Department –the *solution*- was built on three major pillars: dynamism, sustainability and *replicability*.

To ensure that the *solution* proposed by the Thesis had the necessary dynamism, I invited all stakeholders involved to participate in this *relational* intervention that would primarily focus on the development of process leading to gradual *Trust accumulation* process among local and international stakeholders –estranged until then.

This *Trust accumulating process* started after the first informal meeting held by Kearney and me at IT-GLWF headquarters in Brussels (April 2005) and later continued with the so-called *International Buyers' Missions* (See Chapter 3).

The *solution*' s sustainability was built by the joint design of tools to manage the crisis, engaging all stakeholders – *primary* and *secondary* - in the process in order to foster mutual *Trust*, promoting the development of *mature industrial relationships* among local and international stakeholders present at the Spectrum *Disaster* arena.

2.9. TABLE FOOTNOTES

- 1 Phoenix Garments complex (5 storied building) was one of such industries located at Tejgaon, Dhaka. On 25 February 2006 at about 11.00 hours this 5 storied building complex collapsed living 21 dead and several injured. Army was called and within very short time armed forces personnel started rescue operation and finished within 05 days by 021000 March 2006. <http://www.army.mil.bd/node/274> (Last entry February 15, 2011)
- 2 Ten women and two men died from smoke inhalation in the early Sunday morning hours of 27 August after a fire broke out while workers slept in the seven storey factory where they worked.

A report in The Independent newspaper said 13 workers had died. Conditions at the factory invite this kind of disaster as bosses throughout the region refuse to spend money on occupational health and safety, and deny safety education for workers.

As Bangladesh's National Garment Workers Federation point out conditions at the Globe Knitting factory where the dead used to work include no emergency exit from the building, narrow staircases, staircases blocked with material, main entrances securely locked with no security staff on duty, lack of fire extinguishers, and no safety training for employees.

According to Bangladesh law, at least eighteen percent of employees in a garment factory must be trained in fire safety.

The main staircase in the building is so narrow that two people can only pass with difficulty. The night shift of 150 workers had just gone to sleep when the fire broke out. However such disasters could easily be avoided by adopting a basic safety practice for factories – workers should not work and sleep in the same building, they must be housed in separate accommodation. The death toll may be higher than it might have been as the fire brigade took one hour to arrive on the scene, by which time the blaze was raging. It took three hours to control. However talk of fire safety prevention means nothing to a company which operates without a license, as is the case with Globe Knitting. Earlier this year government officials refused to renew the factory license due to lack of safety measures at the factory. http://www.amrc.org.hk/alu_special/regional_roundup/bangladesh_factory_fire_kills_twelve (Last entry February 15, 2011)
- 3 On November 25, 2000, at 7:30 p.m. a fire broke out on the top floor of the four-story Chowdhury Factory building. About 800 workers, the vast majority of them young women, were being forced to work overtime, which was typical. The women regularly worked from 8:00 a.m. to 8:00 p.m. or later, and frequently even until 2:00 a.m.- putting in a 12-to-18-hour shift. They were required to do this six or seven days a week. Some women reported being forced to work over 360 days a year.

The fire spread quickly. The women were sewing sweaters for export to the United Kingdom. It was pitch dark outside. The air began to fill with smoke, and the workers started choking and panicking. Then the electricity and lights went off. In the darkness the women screamed and ran for the exit, and crowded into the stairs, pushing and shoving, but at the bottom the exit was locked. The women were locked in. They clawed at the door and tried to break through the locked gate, but they couldn't get out. As the heat's intensity rose, some of the women jumped from the fourth floor only to be impaled on the spiked metal fence surrounding the factory. Fifty-one workers died, most of them teenaged girls. Four were burned beyond recognition, the rest died of smoke inhalation. Among the dead were five 10-to-12-year old and three who were just 14. <http://www.nlcnet.org/reports?id=0158> (Last entry February 15, 2011)
- 4 A five-story building in the Tejgaon industrial area collapsed during unauthorized renovations to the upper stories. Many of the dead appear to have been construction workers involved in the renovation, as well as people who were on an adjoining road at the time of the collapse and those who lived in the slum nearby. Phoenix Garments reportedly produced clothes for export to Germany, Switzerland, Norway, Finland, and Denmark. <http://www.solidaritycenter.org/content.asp?contentid=586> (Last entry February 15, 2009)
- 5 A transformer explosion caused workers to rush for the exits. Dozens were injured when they were unable to get out the narrow exits at this facility housing Moon Fashion Limited, Imam Fashion, Moon Textile, Leading Fashion, and *Bimon Inda factories*. The factory's clients reportedly include major U.S. brands. <http://www.solidaritycenter.org/content.asp?contentid=586> (Last entry February 15, 2009)
- 6 A fire triggered by an electrical short circuit at the building housing Sayem Fashions, SK Sweater, and Radiance Sweater led to a stampede when boxes blocked workers' escape. Worker organizations report that other worker rights violations at the facility include long working hours and seven-day workweeks. Several U.S. brands reportedly sourced at the factory. <http://www.solidaritycenter.org/content.asp?contentid=586> (Last entry February 15, 2009)
- 7 http://www.doe-bd.org/1st_part/083-096.pdf (Last entry December 29, 2009)
- 8 Thus, the "Section 39. Safety of Building and Machinery" was focused on:
 - *If it appears to the Inspector that any building or part of a building or any part of the ways, machinery or plant in a factory is in such a condition that it is dangerous to human life or safety, he may serve on the Manager of the factory, an order in writing specifying the measures which, in his opinion, should be adopted, and requiring them to be carried out before a specified date and*
 - *If it appears to the Inspector that the use of any building or part of a building or of any part of the ways, machinery or plant in a factory involves imminent danger to human life or safety, he may serve on the Manager of the factory an order in writing prohibiting its use until it has been properly repaired or altered.*
- 9 Ibid.
- 10 A total of 2.128 report/incidents on corruption in 38 sectors appeared in the newspapers. The key findings were as follows:
 - Most Corrupt Sectors (those sectors in which frequency of reports of corruption exceeded 5 percent of the total number of reports) - These are: education, Police, Health & Family Welfare, and Private Sector.
 - Very Corrupt (those sectors reports of corruption in which were between 3.1 percent and 5 percent of the total) – These are Land, Political Party, Forest & Environment, Finance, Communication, and Power.
 - Moderately Corrupt (sectors reports of corruption in which were between 1.1 percent to 3 percent) – These are: Disaster Management & Relief, Water Resources, Home Affairs, Post & Telecommunication, Agriculture, Tax, Food, NGO, Fisheries & Livestock and Shipping.
 - Low Corrupt (sectors, reports of corruption in which were up to 1 percent of the total): Energy & Mineral, Industry, Law & Justice, Housing & Public Works, Social Welfare, Civil Aviation & Tourism, Election Commission, Information, Youth & Sports, Jute, Cultural Affairs, Religion, Textile, Establishment, Foreign Affairs and Women & Children Affairs. [http://www.ti-bangladesh.org/Corruption%20Database%202005-Summary\(English\).pdf](http://www.ti-bangladesh.org/Corruption%20Database%202005-Summary(English).pdf) (Last entry October 23, 2010)
- 11 In accordance with Bangladesh Factory Act 1077, CHAPTER I. APPROVAL OF PLANS OF FACTORY, FEES FOR LICENSING AND REGISTRATION 3. (1) There shall not be any construction or extension of any factory unless previous permission in writing is obtained from the Chief Inspector for such construction or extension. <http://www.ilo.org/dyn/natlex/docs/WBTEXT/50617/65128/E79BGD01.htm> (Last entry February 2, 2009)
- 12 <http://newsfrombangladesh.net/view.php?hidRecord=47433>(Last entry February 1, 2009)

Chapter 3. - Academic Literature Review

3.1. INTRODUCTION

The first conclusion derived from Chapter 2 is that most of the negative consequences derived from the Spectrum Disaster were both immediate causes and effects of the low levels of Trust among all stakeholders present at the Spectrum Disaster arena.

Low levels of *Trust* also responsible of consolidating the following fragile *relational* binomial which not only prevented, in the short run, the implementation of a *relational solution* – *The Spectrum Voluntary Relief Scheme* - among all stakeholders involved in resolving the crisis derived from the *Disaster* but, also, in the long run, in developing *mature industrial relations* among all of them:

- **Management vs. Workers.** Emphasising the continuous impediments made by the factory owners of the RMG Sector in Bangladesh to develop *trade union fabrics* which allow to enhance *mature industrial relations* and where workers were regularly sacked, beaten or subjected to false charges for being actives in union activities (ITUC¹, 2006) (Noting that, at the time of the *Disaster*, there was not any elected Trade Union at any Spectrum facilities;
- **Trade Unions vs. Trade Unions.** Setting the permanent lack of *Trust* among the local Trade Unions. Thus, following Miller, D². (2010: 78) with a *density* of approximately 5% in the RMG (TUC³, 2006:1), the absence of an organic Trade Union movement had, at least, two impacts:
 - most local Trade Union activities had been confined to campaigning on the streets and, as campaigning organizations, their leaders had, at times, served for the political parties which they are aligned and
 - Trade Union Leadership was not representative of the vast majority of women who make up the ranks of workers and the union membership in the RMG with many male readers emerging from former and current political activists (Khan⁴, 2002: 189-190);
- **Trade Unions/CCC and International Dialogue Platforms.** Noting the fragile relations developed among ITGLWF and CCC with BSCI due to, following (Merk⁵, 2004), the criticism from the ITGLWF and CCC to this multi- stakeholders platform where no presence of labour and NGO involvement;
- **Carrefour- Other International Buyers.-** Noting the limited invitation made to the rest of stakeholders (BGMEA, ITGLWF, Local Trade Unions and other International Buyers) to participate in its relief intervention;
- **UNI and ITGLWF.** Noting the lack of coordination to present a *relational solution* from the International Trade Union arena to resolve the crisis derived from the factory collapse;
- **International Buyers between them.** Noting the low levels of *Trust* developed among the International Buyers revealed during the two *International Buyers Missions* to Bangladesh (2005-2006) in the following contrary positions and led by:

1 Also quoted by Miller, D. (2010)

2 Ibid.

3 Also quoted by Miller, D. (2010)

4 Khan, M.A. (2005) Workers Warnings of Cracks Overlooked". The Daily Star, April 25th, 2005.

5 Also quoted by Miller, D. (2010)

- first, ITGLWF - INDITEX. Favourable to an innovative, replicable and *relational intervention* among all stakeholders involved and,

- second, Karstard Quelle and Cotton Group. Favourable, following two BSCI press releases, to a *limited scope intervention*, neither replicable nor *exemplary*:

"...retailers should not be sucked into precedent setting compensation schemes of this nature and magnitude, since they could not be held responsible for the structural failures of a factory..." (First International Buyers Mission (Dhaka (2005)))

And in this context:

"... The Business Social Compliance Initiative (BSCI) regrets the tragedy which has killed and injured many people one year ago. Although the control of the construction of a factory building goes beyond the responsibilities of buyers and also the contents of social audits, BSCI members have increased their efforts to improve the situation..." (Jan Eggert, Secretary General of the Foreign Trade Association 1st Anniversary of the factory collapse⁶).

Thus, this *Distrust-based* fabric, knitted between *primary*, traditionally confronted *stakeholders*⁷, forced me to seek:

- First, a theoretical framework to build a sustainable *solution* in order to mitigate the dramatic consequences brought about by the Spectrum factory collapse, and
- Second, by means of a gradual, *Trust-building process* -driven as instruments (*Fact Finding Mission*, the *Actuarial Scheme* and the *Purdah Project*, among others) were devised to create a *solution-* to provide new platforms to collectively address the negative outcomes of future Disasters, leveraging the inter-firm ties or inter-firm networks (Dyer and Singh⁸ (1998); Gulati⁹ (1995)) globally forged by International Buyers with their Supply Chains in LDCs (e.g. Bangladesh).

These dialogue platforms – *inter-firm networks* – would prove effective not only to “capture” the manifold and varied reciprocal relations between the International Buyers and their corresponding stakeholders (Neville and Menguc, 2006¹⁰; Heungens¹¹ *et al.*, 2002) but also to move past traditional, *hub-and-spoke* approaches developed between both groups (International Buyers and local *primary* stakeholders), which had been found to be unsuited to tackle crises resembling the Spectrum *Disaster* in size and consequences.

In addition, this *inter-firm network* paved the way to a novel scenario for both *primary* and *secondary* stakeholders to build an inter-organizational learning and innovation platform (Powell¹² *et al.*, (1996);

6 BSCI 2006 Press Release: “European Commerce pushes for improvement of social standards,” in Bangladesh Press Release available at <http://www.bsci-eu.com/index.php?id=2041&PHPSESSID=r710ponhei8g9svq83sn89end3> (last access March 2, 2009)

7 A corporate stakeholder is a party that can affect or be affected by the actions of the business as a whole. The stakeholder concept was first used in a 1963 internal memorandum at the Stanford Research Institute. It defined stakeholders as “those groups without whose support the organization would cease to exist.”[1] The theory was later developed and championed by R. Edward Freeman in the 1980s. Since then it has gained wide acceptance in business practice and in theorizing relating to strategic management, corporate governance, business purpose and corporate social responsibility (CSR). [http://en.wikipedia.org/wiki/Stakeholder_\(corporate\)](http://en.wikipedia.org/wiki/Stakeholder_(corporate)) (last access December 24, 2010)

8 Dyer, J. and Singh, H. (1998). The Relational View: Cooperative Strategy And Sources of Inter-organizational Competitive Advantage. *Academy of Management Review*, 23: 660-679.

9 Gulati, R. (1995). Social Structure and Alliance Formation Patterns: A Longitudinal Analysis. *Administrative Science Quarterly*, 32: 89-78.

10 Neville, B. and Menguc, B. (2006). Stakeholder Multiplicity: Toward an Understanding of the Interactions between Stakeholders. *Journal of Business Ethics*, 66: 377-391.

11 Heugens, P., Van Den Bosch, A. and Van Riel, C. (2002). Stakeholder Integration: Building Mutually Enforcing Relationships. *Business & Society*, 45: 36- 59.

12 Powell, W., Koput, K., and Smith-Doerr, L. (1996). Inter-organizational Collaboration and the locus of Innovation: Networks of Learning in Biotechnology. *Administrative Science Quarterly*, 41:116- 145.

Dyer and Nobeoka¹³, (2000); Yli- Renkoetal ¹⁴,(2001) and to:

- On a macro level, replicate the *solution* crafted to deal with the Spectrum *Disaster*, taking its interactive, *relational* approach to other sites where workplace accidents unfortunately developed in the future in other locations with production facilities involved in International Buyers' Supply Chains;
- On a national level, to adjust the legal mechanisms instituted to protect RMG industry workers, which, by then, had grown obsolete –as many dated back to *British Raj* times (see Chapter 4), to accommodate the demands and recommendations drawn from Best Insurance International Practices, and, finally,
- On a sector level, specifically in Bangladesh, to enforce a new legal framework –*the Bangladeshi Welfare Act (2006)* that reflected ILO' s notion of *Decent Work*¹⁵ and was based on the *relational good* principle.

3.2. THE STAKEHOLDERS THEORY –IMPLICATIONS FOR THE SPECTRUM SOLUTION'S DEVELOPMENT

Before the Spectrum Disaster, and following Garriga¹⁶, E (2009) the role of stakeholders had been extensively explored by academic studies, notably those focusing on:

- metrics to gauge the financial impact of their engagement in CSR program institution (Aupperle¹⁷ et al, 1985; Roman¹⁸ et al., 1999; Griffin and Mahon¹⁹, 1997;Berman²⁰ et al., 1999; Odgen and Watson²¹, 1999);
- ties linking stakeholders to financial results (Waddock and Graves²², 1997; McWilliams and Siegel²³, 2000; Ruf²⁴ et al., 2001),
- stakeholder involvement in corporate governance improvement processes (Waddock and Graves²⁵, 1997; Carroll²⁶, 1979);
- opportunities and conditions required for firms to draw competitive advantages from their rela-

13 Dy Dyer, J. and Nobeoka, K (2000). Creating and Managing a High-Performance Knowledge Sharing Network: The Toyota Case. *Strategic Management Journal*, 21: 345-432.

14 Yli-Renko, H, Autio, E. and Sapienza, H. J. (2001). Social Capital, Knowledge Acquisition, and Knowledge Exploitation in Young Technology-Based Firms. *Strategic Management Journal*, 22: 587-614.

15 *Decent Work* sums up the aspirations of people in their working lives. It involves opportunities for work that is productive and delivers a fair income, security in the workplace and social protection for families, better prospects for personal development and social integration, freedom for people to express their concerns, organize and participate in the decisions that affect their lives and equality of opportunity and treatment for all women and men. <http://www.ilo.org/global/topics/decent-work/lang--en/index.htm> (last access January 2, 2012)

16 Garriga, E. (2009) Stakeholder Social Capital and Competitive Advantage : the Role of Stakeholder Networks. EADA Working Paper pp 2

17 Aupperle, K, Carroll, A, and Hatfield, J. (1985). An Empirical Examination of the Relationship between Corporate Social Responsibility and Profitability. *Academy of Management Journal*, 28(2): 446-463.

18 Roman, R, Hayibor, S. and Agle, B. (1999). The relationship between Social and Financial Performance. *Business & Society*, 38: 109-138.

19 Griffin, J. and Mahon, J. (1997). The Corporate Social Performance and Corporate Financial Performance Debate: Twenty-Five Years of Incomparable Research. *Business and Society*, 36(1): 5-31.

20 Berman, L, Wicks, A, Kotha, C and Jones T. M.,(1999). Does Stakeholder Orientation Matter? The Relationship between Stakeholder Management Models and Firm Financial Performance. *Academy of Management Journal*, 42: 488-506.

21 Ogden, S., and Watson R. (1999). Corporate Performance and Stakeholder Management: Balancing Shareholder and Customer Interests in The U.K. Privatized Water Industry. *Academy of Management Journal*, 42: 526-538.

22 Waddock, S. and Graves S., (1997). The Corporate Social Performance-Financial Performance Link. *Strategic Management Journal*, 18 (4): 642-665.

23 Carroll, A. (1979). A Three-Dimensional Conceptual Model of Corporate Performance. *Academy of Management Review*, 4(4): 497-505.

24 Ruf, B., Muralidhar, K, Brown, R., Janney, J, and Paul, K. (2001). An Empirical Investigation of the relationship between Change in Corporate Social Performance and financial performance: Stakeholder Theory Perspective. *Journal of Business Ethics*, (32): 143-215.

25 Waddock, S. and Graves S., (1997). The Corporate Social Performance-Financial Performance Link. *Strategic Management Journal*, 18 (4): 642-665.

26 Carroll, A. (1979). A Three-Dimensional Conceptual Model of Corporate Performance. *Academy of Management Review*, 4(4): 497-505.

tionships with stakeholders (Sharma and Henriques²⁷, 2005; Sharma and Vredenburg²⁸, 1998; Harrison and Saint John²⁹, 1996);

- stakeholder management issues (Boutillier 2007³⁰, 2009³¹; Maak³², 2007), and, finally,
- how leadership affects networking (Balkundi³³ et al, 2007).

All these studies shared one common feature: *they all focused on “dyadic relations” among inter-firm stakeholders* (Garriga³⁴, E, 2009), including relationships characterized as:

- *customer-corporation relations*, analysing advantages drawn from customer involvement in some shared product/service design and planning processes, and
- *supplier-corporation relations*, exploring consequences derived from the use of flexible production systems (Lado and Wilson³⁵, 1994; Martin³⁶ et al., 1995; Mudambi³⁷ and Helper, 1998).

These experiences had a limited *relational* scope (on account of their *dyadic* nature) and, as a result, proved insufficient, as they:

- did not capture the multiple dimensions, interdependence and reciprocity features that characterised the complex relations among stakeholders involved in the Spectrum Disaster, nor did they include the key structural aspects (*relational data*) (Heugens³⁸ et al., 2002) required to build a *relational solution* to handle this crisis and,
- did not consider the complex, reciprocal network relationships between the firm and its stakeholders (Garriga³⁹, E. 2009), either.

Two key features to build a *relational solution* between all stakeholders with active presence at the Spectrum arena.

However, the “turning point” that enabled me to suggest the use of some conclusions drawn from the afore-mentioned experiences came from the light shed by Garriga (2011⁴⁰: 329), after the publication of Maak’s work⁴¹ (2007).

This author’s conclusions not only revealed how important leadership was to build *Social Capital* –

27 Sharma, S. and Henriques, I. (2005). Stakeholder Influences on Sustainability Practices in the Canadian Forest Products Industry. *Strategic Management Journal*, 26: 159-180.

28 Sharma, S. and Vredenburg, H. (1998). Proactive Corporate Environmental Strategy and the Development of Competitively Valuable. *Strategic Management Journal*, 19: 729- 750.

29 Harrison, J. and St. John, C. (1996). Managing and Partnering with External Stakeholders. *Academy of Management Executive*, 10:46-60

30 Boutillier, R. 2007. 'Social capital in firm-stakeholder networks'. *Journal of Corporate Citizenship*, 26, 121-134.

31 Boutillier, R. 2009. Stakeholder Politics: Social Capital, Sustainable Development and The Corporation. Shef- field: Greenleaf.

32 Maak, T. 2007. 'Responsible leadership, stakeholder engagement, and the emergence of social capital'. *Journal of Business Ethics*, 74:4, 329-343.

33 Balkundi, P., Kilduff, M., Barsness, Z. and Michael, J. 2007. 'Demographic antecedents and performance consequences of structural holes in work teams'. *Journal of Organizational Behavior*, 28:2, 241-260.

34 Garriga, E. (2009) Stakeholder Social Capital and Competitive Advantage : the Role of Stakeholder Networks. EADA Working Paper pp 2

35 Lado, A. and Wilson, M. (1994). Human Resource Systems and Sustained Competitive Advantage: A Competence Based Perspective. *Academy of Management Review*, 19: 699-727.

36 Martin, X, Mitchell, W, Swaminathan, A. (1995). Recreating and Extending Japanese Automobile Buyer--Supplier Links in North America. *Strategic Management Journal*, 16(8): 589-619.

37 Mudambi, R. and Helper, S. (1998). The 'Close but Adversarial' Model of Supplier Relations in the U.S. Auto Industry. *Strategic Management Journal*, 19: 775-792.

38 Heugens, P, Van Den Bosch, A. and Van Riel, C. (2002). Stakeholder Integration: Building Mutually Enforcing Relationships. *Business & Society*, 45: 36- 59.

39 Ibid.

40 Ibid.

41 Ibid.

Trust - in stakeholder relationships, but also pioneered the introduction of a vague *stakeholder social capital* notion, developed on the basis of (i) *Trust (Social Capital)* and (ii) stakeholder network.

These two key elements proved instrumental to both outline the first definition of *Stakeholder Social Capital* (Garriga⁴² E, 2009) and to provide the boundaries of the theoretic framework that would serve as a basis for the *solution* –the *Network* and *Social Capital* Theories.

3.3. THE NETWORK THEORY. IMPLICATIONS FOR THE SPECTRUM SOLUTION

As noted earlier, while, at the time of the Spectrum Disaster, there were numerous Academy publications referring to the Stakeholders' Theory, primarily grouped in two research paths –(i) Network Theories (Rowley⁴³, 1997; Neville and Menguc⁴⁴, 2006) and (ii) Resource Dependency Theories (RDT) (Frooman, 1999⁴⁵; Frooman and Murrell⁴⁶, 2005), only a few of them focused on the relation and network concepts, and none had served as a basis to build an intervention strategy in solving Disaster consequences like the one where this crisis developed.

The former, the *Network Theory*, conceptualised organisations as groups of *nodes* –in this case, stakeholders- interconnected by means of a series of *relations –ties-* (Rowley⁴⁷, 1997), with every stakeholder's position shaping their respective behaviour, opportunities and benefits. For Rowley⁴⁸ (1997), positions were structural in nature and actually shaped by two key measures –*Density* and *Centrality*.

While *Density* measured the degree of interconnection or interdependence featured by the *node* – stakeholder- in the network (thus being a global measurement), *centrality* gauged how significant a *node* –stakeholder- was in this network (thus being a positional measurement).

Initially, these two key variables showed how important it was to involve those *primary* stakeholders who had previously built *dense* and *central* interconnections in the crisis resolution process, recruiting them to both elaborate an intervention strategy and to design specific crisis management instruments.

This helped me:

- to effectively convey relevant crisis management information to other (more peripheral) stakeholders and
- to jointly (relationally) manage *Emergency Relief Programs* (i.e. INDITEX' s *Spectrum Emergency Relief Scheme*) and other long-term initiatives designed to guarantee the free use of compensations derived from the *solution*.

However, the *Stakeholder Theory* proved to have the following limitations to be used as methodological reference to design an intervention strategy for the *solution* proposed by the Thesis:

- First, it failed to explain the notion of *cooperation* among stakeholders –a key feature to guarantee intervention sustainability in the complex *Disaster* arena where the crisis unfolded, as clearly described by Neil Kearney:

42 Garriga, E. (2009) Stakeholder Social Capital and Competitive Advantage : the Role of Stakeholder Networks. EADA Working Paper

43 Rowley, T. (1997) Moving beyond dyadic ties: a network theory of stakeholder influences. *Academy of Management Review*, 22:4, 887–907.

44 Neville, B. and Menguc, S. (2006) Stakeholder multi- plicity: toward an understanding of the interactions between stakeholders'. *Journal of Business Ethics*, 66:4, 377–391.

45 Frooman, J. (1999), "Stakeholder Influence Strategies," *Academy of Management Review*, 24: 191-213.

46 Frooman, J. and Murrell, A. (2005), "Stakeholder Influence Strategies: The Roles of Structural and Demographic Determinants," *Business and Society*, 4: 3-31.

47 Rowley, T. 1997. 'Moving beyond dyadic ties: a network theory of stakeholder influences'. *Academy of Management Review*, 22:4, 887–907.

48 Rowley, T. 1997. 'Moving beyond dyadic ties: a network theory of stakeholder influences'. *Academy of Management Review*, 22:4, 887–907.

“... The tragedy is a combination of a desperate race for competitive advantage in a liberalised trade environment and the inaction of the public authorities in ensuring safe working conditions. The information available suggests that firstly, the factory should never have been built in such a location –and certainly not a nine-storey building- and secondly, workers should not have been working at that time...”

Some would say this is the inevitable consequence of the race to the bottom now underway as a result of unregulated trade in textiles and clothing. It is difficult to consider this as anything less than the murder of the workers involved...” (ITGLWF, 2005)

- Second, it also failed to explain the concept *cooperative behaviour*. An necessary issue to overcome *incensed* stances adopted by some Local Civil Society representatives who demanded, among other things, the death penalty for the Spectrum owners:

“...On the 9th May a rally was organised by Jatiya Garments Sramik Jote at Muktagaon in the capital. Speaking at the rally, Shirin Akhtar of Karmojibi Nari welcomed the arrest of the owner but insisted that the government impose the death penalty ...” (Daily Star, 2005⁴⁹)

Hence, I explored a second model based on Frooman’s works⁵⁰ (1999; Frooman y Murrell,⁵¹ 2005) focusing on the so-called *Resource Dependence Theory* (RDT).

In this model, Frooman⁵² (1999) analysed the strategies stakeholders might use to exert their influence on companies, and, specifically in this case, to solve the crisis at Spectrum’s arena, hinging on two elements: *influence strategy* and *formality degree*.

The former –*influence strategy*- also featured two different behaviours:

- *manipulation*, with stakeholders preventing a company from getting a resource (*withholding*) –in our case, the resolution of the Spectrum crisis- and
- *control*, with stakeholders changing the way in which they provided a resource (in a different manner, imposing conditions or restraints) (*usage*) directly or indirectly –through partnerships or exerting their influence through other stakeholders.

In our case, this component was clearly present in the alliance forged by INDITEX, the ITGWLF and its federated Local Trade Unions in Bangladesh in the field after the Spectrum *Disaster*, formalized in 2007 at INDITEX’s Headquarter with the *IFA* signed by both organizations (See Sub Chapter 3.6.2.2.1)

While this second approach, following Frooman and Murrell⁵³ (2005), I could contemplate the influence of key demographic (in our case the influence of the *Four Ps* that characterised the complex reality of the communities where the most vulnerable groups lived, as described in Chapter 4) and *relational data* required to build a *relational solution* for the Spectrum crisis, it was also left aside because, as noted earlier, this model hinged on:

49 Ibid.

50 Frooman, J. 1999. ‘Stakeholder influence strategies’. *Academy of Management Review*, 24:2, 191–213.

51 Frooman, J. and Murrell, A. 2005. ‘Stakeholder influence strategies: the roles of structural and demographic determinants’. *Business & Society*,

52 Frooman, J. 1999. ‘Stakeholder influence strategies’. *Academy of Management Review*, 24:2, 191–213.

53 Ibid.

- the conflict;
- diverging interests, and
- stakeholders' power, and,

as such, it neither captured nor explained the *reciprocity* and *cooperative* behaviours, expectations and share values that would eventually lead major stakeholders involved to develop collaborative approach among INDITEX/BGMEA, Local Trade Unions (BNC and NWGF), ITGLWF and the Bangladeshi Government to solve the mentioned crisis.

Once again, this approach failed to be used as a methodological reference to design an intervention strategy for the *solution* proposed by the Thesis, because, among other facts, and following Garriga⁵⁴ E. (2011):

- this approach neither looked at all stakeholders nor described the role of INDITEX in such network –a key issue to determine not only my crisis management role as INDITEX' s CSR head but also to regulate the behaviour of other stakeholders involved in the *Disaster* scene, and
- little research has been carried out on stakeholders' network when *cooperation* and *collective* action were present.

3.4. USING SOCIAL CAPITAL DIMENSIONS TO BUILD THE SOLUTION.

The first conclusion that may be drawn from the methodological rationale described in earlier sub-chapters points to the importance of “networks” to provide a platform for information exchanges leading to the construction of more sustainable business models focusing on improved “purchasing practices” (Carter⁵⁵ 2000; Haynes⁵⁶ and Helms 1991) as well as workplace health and security (Emmelhainz⁵⁷ and Adams 1999 and Rivoli⁵⁸, 2003).

However, none measured the global influence of stakeholder relationships from a global (Garriga E⁵⁹. 2009), all-encompassing perspective that would serve as a benchmark for the *relational solution* posited by this Thesis.

Secondly, no earlier experience had relied on the so-called *firm-stakeholder networks* or determined how important it was to utilise the sets of social resources embedded in the relations developed between all stakeholders before the factory collapse and needed to, according to Garriga⁶⁰ E. (2009), overcome:

- Barriers developed between all stakeholders (Garriga,⁶¹ 2009; Dyer and Nobeoka⁶², 2000), and, specially, ideological and political hurdles shared by stakeholders present in the *Disaster* arena,

54 Ibid.

55 Carter, C. R. (2000). Ethical Issues in International Buyer-Supplier Relationships: A Dyadic Examination. *Operations Management*, 18: 191-208.

56 Haynes, P., Helms, M. and Boothe, R. (1991). Rethinking the Manufacturing Focus: An Overlooked Strategic Tool. *SAM Advanced Management Journal*, 19: 567-579.

57 Emmelhainz, M. and Ronald J. (1999). The Apparel Industry Response to 'Sweat-shop' Concerns: A Review and Analysis of Codes of Conduct, *Journal of Supply Chain Management*: 35: 51-57.

58 Rivoli, P. (2003) Labor Standards in the Global Economy: Issues for Investors. *Journal of Business Ethics*, 43 (3): 223-232.

59 Ibid.

60 Ibid.

61 Ibid.

62 Dyer, J. and Nobeoka, K (2000). Creating and Managing a High-Performance Knowledge Sharing Network: The Toyota Case. *Strategic Management Journal*, 21: 345-432.

which effectively prevented the development of a *relational solution* encompassing all stakeholders.

It should be noted that the key barriers preventing the creation of a *relational* approach to manage this crisis were built by the two major groups of *primary stakeholders* present in the scene, especially:

- (i) a first group consisting of German International Buyers (BSCI members) and Cotton Group (Belgium corporation), and
- (ii) a second group that included ITGLW, its affiliated Local Trade Unions affiliated, international and local NGOs and INDITEX.

These differences were clearly revealed by a memorandum crafted by Boehm, M.⁶³, KarstadtQuelle’s representative in her *Mission Report* to HQ:

Table 3.1. Analysis of meta purposes goals by International Buyer Mission representatives.

KarstadtQuelle and other German International Buyers.	ITGLWF, Local Trade Unions, FITEQA-CCOO, CCC, INCIDIN-Bangladesh and INDITEX.
The Relief Scheme proposed was a one off measure to provide compensation and relief for the victims of the collapse.	The <i>solution</i> should be the key tool to provide a jointly <i>four partite</i> (BGMEA, Local and International Unions, Factory Owners and International Buyers) compensations to the victims.
Its Relief Scheme was not intended to be used as a <i>replicable</i> global model in the event of any other factory disasters, although it might provide some guidance.	The <i>solution</i> should be used as a <i>replicable</i> global corporate intervention model for the textile industry.
The payment of contributions by the various stakeholders in the Fund (i.e. Government, Local Trade Unions, BGMEA, BKMEA) would be one off, voluntary contributions.	The contribution should be calculated on the <i>moral obligation</i> basis. Not from a legal position.
The level of contribution was a matter for each stakeholder. There was to be no minimum amount.	All <i>primary</i> stakeholders should agree the way to participate in the Spectrum Trust Fund (i.e. based on indicators such as numbers of units produced, among others)
The distribution of payments to the workers would be in the form of a one off payment. There was to be no compensation formula.	The payments should be made in accordance with a Pension Scheme - the <i>solution</i> - based on International Insurance Standards.
Should workers receive monies in the form of pension payments then Oxfam shall be responsible for undertaking the distribution.	The distribution should be made in accordance with (i) the consensus form the <i>Spectrum Task Force Oversight Committee</i> ⁷ and (ii) using the actual existing banking services where the beneficiaries lived.

- a number of “protectionist” attitudes that focused on defending stakeholders’ own interests (Wood and Gray⁶⁴, 1991) and curtailed the development of a global initiative to solve the Spectrum crisis.

These attitudes would eventually be partially “overcome” by the gradual trust-building process initiated by the *Fact Finding Mission* (See Chapter 4), and, lastly,

- the lack of governance mechanisms required to develop cross-sector alliances and inter-organizational collaborations (Rondinelli and London⁶⁵, 2003; Gray and Wood⁶⁶, 1991). This hurdle was overcome by the first *International Framework Agreement (IFA)* between ITGLWF, its local federated Trade Unions and INDITEX.

63 Maren Boehm’s “Report on Visit to Bangladesh,” unpublished internal document. Also quoted by Miller, D. (2010)

64 Wood, J. D. and Gray, B. (1991) Toward a Comprehensive Theory of Collaboration. *The Journal of Applied Behavioral Science* June 1991 27: 139-162

65 Rondinelli, D. and London, T. 2003. ‘How corporations and environmental groups cooperate: assessing cross-sector alliances and collaborations’. *Academy of Management Executive*, 17:1, 61–76.

66 Wood, J. D. and Gray, B. (1991) Toward a Comprehensive Theory of Collaboration. *The Journal of Applied Behavioral Science* June 1991 27: 139-162

Third, an intervention in a scenario characterized by arduous, *Trust-lacking relationships* among them required building a *solution* based on: (i) formerly existing network among all *primary* stakeholders present on the *Disaster* arena, and (ii) processes that enabled collaborations among stakeholders in order to overcome the above-mentioned barriers. In other words, this solution would have to rest on two social capital pillars –networking and *Trust*

While this notion – *Social Capital* - had been extensively used at: (i) individual level (Burt⁶⁷, 1997); (ii) group level (Coleman⁶⁸, 1990); (iii) organisational level (Leana and Pil⁶⁹, 2006; Leana and Van Buren⁷⁰, 1999; Kostova and Roth⁷¹, 2003; Tsai and Ghosal⁷², 1998); (iv) inter-organisational level (Koka and Prescott⁷³, 2002); (v) Community level (Putman⁷⁴, 1993), and, finally, (vi) National level (Fukuyama⁷⁵, 1995), it still lacked a widely accepted definition.

As a result, authors like Hirsh and Levin⁷⁶ (1999) had characterised it as *elastic*, while Narayan and Pritchett⁷⁷ (1997 and 1999⁷⁸: 62) had described it as a notion of “rich but imprecise content,” and, finally, Burt⁷⁹ (1992) had underscored its *metaphorical nature*.

Winter⁸⁰ (2000) tried to find the ultimate reasons for this lack of definition, attributing it, among other reasons, to the multiple disciplines that had so far studied this notion, including (i) Political Science (Putman⁸¹, 1993); (ii) Sociology (Bourdieu⁸², 1986 and Coleman⁸³, 1988) and, finally, economics (Loury⁸⁴, 1977)

Nonetheless, this blurry concept provided this solution for the Spectrum *Disaster* with a framework focused on social interactions and relationships between actors, as may be inferred from the definitions compiled by Adler and Kwon⁸⁵ (2002):

Table 3.2. Definitions of Social Capital compiled by Adler and Kwon (2002)

Author	Definition
Baker ² (1990:619)	“... a resource that actors derive from specific social structure and they use to pursue their interests...” “... it is created by changes in the relationships among actors...”
Balliveau ³ , et al (1996:1572)	“... an individual personal network and elite institutional affiliations...”
Bourdieu ⁴ and Wacquant (1992;119)	“... the sum of resources, actual or virtual, that accrue to an individual or a group by virtue of possessing a durable network of more or less institutionalized relationships of mutual acquaintance and recognition...”

67 Burt, R. (1997), “A Note on Social Capital and Network Content,” *Social Networks*, 19: 355-373.

68 Coleman, J. (1990), *The Foundations of Social Theory*, Cambridge MA; Harvard University Press.

69 Leana, C. and Pil, F. (2006), “Social Capital and Organizational Performance: Evidence from Urban Public Schools,” *Organization Science*, 17:353-366.

70 Leana, C. and Van Buren, A. 1999. ‘Organizational social capital and employment practices’. *Academy of Management Review*, 24:3, 538–555.

71 Kostova, T. and Roth, K. (2003) *Social Capital in Multinational Corporations and a Micro-Macro Model of Its Formation*. *The Academy of Management Review* Vol. 28, No. 2 (Apr., 2003), pp. 297-317

72 Tsai, W. and Ghoshal, S. 1998. ‘Social capital and value creation: the role of intra-firm networks’. *Academy of Management Journal*, 41:4, 464–476

73 Koka, R. B. and Prescott, J. E. (2002) Strategic alliances as social capital: a multidimensional view. *Journal: Strategic Management Journal - STRATEG MANAGE J*, vol. 23, no. 9, pp. 795-816, 2002

74 Putman, R. 1993. *Making Democracy Work: Civic Traditions in Modern Italy*. Princeton, NJ: Princeton University Press.

75 Fukuyama, F. 1995. *Trust: The Social Virtues and the Creation of Prosperity*. New York: Free Press.

76 Hirsch, P.M. and Levin, D.Z. (1999) *Umbrella advocates versus validity police: a life cycle model*. *Organization Science* 10 (2) pp 199-212

77 Narayan, D. and L. Pritchett (1997): “Cents and Sociability: Household Income and Social Capital in Rural Tanzania” World Bank working paper <http://www.worldbank.org/html/dec/Publications/Workpapers/WPS1700series/wps1796/wps1796.pdf>

78 Narayan, D. and Pritchett, L. (1999) *Social capital:evidence and implications* World Bank. http://www.exclusion.net/images/pdf/778_tedi_narayan_pritchett.pdf

79 Burt, R. (1992), *Structural Holes: the Social Structure of Competition*, Cambridge MA: Harvard University Press.

80 Winten, I. (2000) *Towards a theorised understanding of family life and social capital*. Australian Institute of Family Studies. Melbourne.

81 Putman, R. (1993), *Making Democracy Work: Civic Traditions in Modern Italy*, Princeton University Press: Princeton NJ.

82 Bourdieu, P. (1985), “The Forms of Capital,” in J. G. Richardson (Ed.), *Handbook of Theory and Research for the Sociology of Education*, 241–258. New York: Greenwood.

83 Coleman, J. (1988), “Social Capital in the Creation of Human Capital,” *The American Journal of Sociology*. Supplement: Organizations and Institutions: Sociological and Economic Approaches to the Analysis of Social Structure, 94: 95-120.

84 Loury, G. (1977), “A Dynamic Theory of Racial Income Differences in Wallace,” P.A.; Le Mund, A. *Women, Minorities, and Employment Discrimination*, Lexington, MA: Lexington Books, 153-186.

85 Adler, P. and Kwon, S. (2002), “Social Capital: Prospects for a New Concept,” *Academy of Management Review*, 27: 17-33.

Burt (1992:9)	"... friends, colleagues and more general contacts through whom you receive opportunities to use your financial and human capital..."
Knoke (1999;18)	"... the process by which social actors create and mobilize the network connections and between the organizations to gain access to other social actors resources..."
Portes ⁵ (1998;6)	"... the ability of actors to secure benefits by virtue of membership in social networks or other social structures..."
Coleman ⁶ (1990:302)	"... Social Capital is defined by its function. It is not a single entity, but a variety of different entities having two entities in common: they all consist in the social structure and they facilitate certain actions of the individuals who are in the structure..."
Fukuyama ⁷ (1995;10)	"... the ability of people to work together for common purposes in groups and organizations..."
Putman ⁸ (1995:67)	"... features of social organization such as networks, norms and social trust that facilitates coordination and cooperation for mutual benefit ..."
Nahapiet and Ghosal ⁹ (1998:243)	"... the sum of the actual and potential resources embedded within available through and derived from the network of relationships possessed by an individual or social unit. Social capital thus comprises both the network and the assets that may be mobilized through that network..."
Loury ¹⁰ (1992:100)	"... naturally occurring social relationships among the persons which promote the acquisition of skills and traits valued in the market place... an asset which may be as significant as financial bequest in accounting for the maintenance of inequality in our society..."
Woolcock ¹¹ (1998:153)	"... the information, trust, and norms of reciprocity inhering in one's social networks..."

This notion also offered a basis to build the Spectrum *Disaster* intervention strategy on multidimensional contents (Putman⁸⁶, 1993; 2000; Nahapiet⁸⁷ and Ghosal, 1998). Indeed, Putman⁸⁸ (1993) identified two *dimensions* - (i) civil networks and (ii) *Trust*- while Adler and Kwon⁸⁹ (2002) divided *Social Capital* into three categories, depending on:

- the structure of relations among all stakeholders involved within a community and/or group - Capital Social Bonding - (Fukuyama⁹⁰, 1995; Putman⁹¹, 1993). This *Social Capital* category would be typically found in homogenous social groups sharing similar characteristics and identities and joined by *Trust* and reciprocity among participants.

It also is seen in social relations and structures deriving from them in a specific social group. As a result, it is a cohesive capital that, as such, entails a number of obligations for group members, sometimes benefiting some while building barriers for others.

- the type of links built among organizational members - Linking Social Capital. This type of *Social Capital* translates into the extent of ties existing among the members of an organization, and, particularly, into shared perspectives acquired and stemming from their relationships.

Almond and Verba⁹² (1963), Brehm and Rahn⁹³ (1997), Hooghe⁹⁴ (2003), Seligson⁹⁵ (1999), as well as Stolle and Rochon⁹⁶ (1998) explain this notion, noting that membership in associations should also facilitate the learning of cooperative attitudes and behaviour, including reciprocity. In particular, they should increase face-to-face interactions between people and create a setting for development and trust. In this way, the cooperation between all people for all sort of purpose is facilitated.

86 Ibid.

87 Ibid.

88 Ibid.

89 Adler, P. and Kwon, S. (2002), "Social Capital: Prospects for a New Concept," *Academy of Management Review*, 27: 17-33.

90 Ibid.

91 Putman, R. (1993), *Making Democracy Work: Civic Traditions in Modern Italy*, Princeton University Press: Princeton NJ.

92 Almond, G. and Verba, S. (1963), "The Civic Culture", Princeton: Princeton University Press.

93 Brehm, J. and Rahn, W. (1997), "Individual Level Evidence for the Causes and Consequences of Social Capital", *American Journal of Political Science*, 41, 3: 999-1023.

94 Hooghe, M. (2003), "Participation in Voluntary Associations and Value Indicators", *Nonprofit and Voluntary Sector Quarterly*, Vol. 32, N° 1: 47-69

95 Seligson, A. L. (1999), "Civic Association and Democratic Participation in Central America", *Comparative Political Studies*. N° 32: 342 -362.

96 Stolle, D. and Rochon, T.R. (1998), "Are All Associations Alike? Member Diversity, Associational Type, and Creation of Social Capital", *Australian Institute of Family Studies*, Research Paper N° 24/ 2001.

- relations forged by an actor with other actors - *Bridging Social Capital* (Burt⁹⁷, 1992; Portes⁹⁸, 1998). This *Social Capital* category is found in relationships built with other close or distant social groups. It links dissimilar groups.

Finally, these three *Social Capital* definitions, along with the three *Dimension* below, previously identified by Nahapiet and Ghosal⁹⁹ (1998), offered the foundations for a first framework to drive earlier intervention phases. Thus,

- The Cognitive Dimension enabled the development of a shared identity among *primary* stakeholders traditionally confronted to solve the crisis derived from the factory collapse.

The lack of common goals was clearly shown by the multiple demands (spanning from a claim for the death penalty to factory owners to appeals for changes to Bangladeshi laws on industrial health, safety and wages, as well as the creation of welfare trust for the RMG industry) voiced by Civil Society representatives during the riots that followed the Spectrum *Disaster* (See Table 3.3.)

Table 3.3. Demands from Civil Society Actors.

Date.	NGO Representatives.	Demands.
April 17, 2005.	Sammilita Nari Samaj, Nijera Kori, Sammilita Samajik Andlon and the Bangladesh Legal Aid Trust	<ul style="list-style-type: none"> • Public list of all the victims; • proper compensations to the tune of 700,000 Taka and • full investigation and reporting..
April 25, 2005.	The <i>Sromik Nirapotta</i> Forum's <i>Chart of Concerns</i> .	<ul style="list-style-type: none"> • Report stating the reasons for the factory collapse, ownership of the land, legality of the construction and the liability of the owners to compensate victims and • Immediate actions to be taken including, among others: <ul style="list-style-type: none"> - the expulsion of the Spectrum's owner and the managing director; - pay appropriate compensations over the figures initially committed (Taka 100,000); - short and long term medical care and hospitalization for all injured Spectrum workers and to re-employ to workers; - assess number of workers who have lost their jobs; - association's rules and criteria for membership of the BGMEA and, finally, -set up a neutral body to monitor the safety policies and procedures (Daily Star, 2005)
May 9, 2005.	Jatiya Garments Sramik Jote.	<ul style="list-style-type: none"> • Highest punishment for the owner and Taka 500,000 as compensation for each of the families of the dead; • dismissing the 100,000 Taka sums which had been handed over to 20 families as derisory; • a <i>Lump Suum Payment</i> figure of 300,000 was also demanded for each worker rendered disabled by the collapse and Taka 100,000 for each of the remaining injured worker.
May 12, 2005.	Jatiya Garments Sramik Jote.	<ul style="list-style-type: none"> • Death sentence as directly responsible for the murder of 64 workers and injuries to 84 in accordance with Section 302 of the Bangladesh Penal Code.

- The Relational Dimension allowed for the elaboration of rules and obligations shared by all stakeholders to prevent free-rider, opportunistic attitudes (Nahapiet and Ghosal¹⁰⁰, 1998, Sako¹⁰¹ 1992

⁹⁷ Ibid.

⁹⁸ Portes, A. (1998), "Social Capital: Its Origins and Applications in Modern Sociology," *Annual Review of Sociology*, 24: 1-24.

⁹⁹ Nahapiet, J. and Ghoshal, S. (1998), "Social Capital, Intellectual Capital, and the Organizational Advantage," *Academy of Management Review*, 23: 242-267.

¹⁰⁰ Nahapiet, J. and Ghoshal, S. (1998). *Social Capital, Intellectual Capital, and the Organizational Advantage*. *Academy of Management Review*, 23: 242-257.

¹⁰¹ Sako.M. 1992. *Prices, quality and trust: Inter-firm relations in Britain and Japan*. New York: Cambridge University Press.

and Dyer and Nobeoka¹⁰², 2000), such as the norms designed to manage the collection of data on wounded/deceased workers by the *Tripartite Fact Finding Team* (consisting of representatives from three traditionally clashing primary stakeholders (BGMEA, BNC e INCIDIN-Bangladesh) (See Chapter 3), and

- *The Structural Dimension* paved the way for the engagement of other *secondary* stakeholders in the construction of an intervention model that contemplated **{Vulnerability}** as a key element to guarantee its sustainability in the long run.

3.5. USING THE FOUR STAKEHOLDER SOCIAL CAPITAL DIMENSIONS TO BUILD THE SOLUTION.

To design a solution to address the crisis that followed the Spectrum factory collapse –viewed as a social rather than physical happening (Quarantelli, E., 1986), I was forced to add a fourth Dimension –the Evaluative Dimension- to the three-Dimensional Social Capital construct developed by Nahapiet and Ghosal¹⁰³ (1998).

This fourth *Dimension* was required to mobilise the social values (solidarity, freedom and respect) shared by all stakeholders and needed to both manage the Spectrum *Disaster's* negative consequences and to formulate forward-looking policies for social development and equity, economic growth and justice (UNISDR¹⁰⁴ 2004: 21).

This new *Dimension* would also prove me to be useful to fuel a legislation changing process that would enable wounded workers and fatal victims' relatives to be compensated according to *International Insurance Best Practices* in future workplace Accidents/*Disasters* in Bangladesh.

The most immediate consequence of this fourth *Dimension* was the so-called *Bangladesh Welfare Act (2006)*, a Law that drew from the combination of:

- the *shared Trust-building (Social Capital)* process initiated by the *Fact Finding Mission* (see Chapter 4);
- individual parties' willingness to find consensus, and
- *relational* benefits, as all participants are both committed and benefited (Gui¹⁰⁵, 1996).

In other words, this *Act (2006)* captured the dimensions, contents and meanings of the so-called *relational good* formerly explored by economic theories (Uhlener¹⁰⁶, 1989; Gui¹⁰⁷, 2000 and Donati¹⁰⁸, 2006) and created as a result of *solidarity* (Donati¹⁰⁹, 2006).

In a nutshell, this fourth *Social Capital Dimension* enabled me to, first, align this *solution-building* framework to the other four *Dimensions –Structural, Relational, Cognitive and Evaluative-* described by Garriga when, in 2011, she elaborated the following definition for the broad notion of *Stakeholder Social Capital*:

"... the goodwill available to individuals or groups. Its source lies in the structure and contents of

102 Dyer, J. and Nobeoka, K (2000). Creating and Managing a High-Performance Knowledge Sharing Network: The Toyota Case. *Strategic Management Journal*, 21: 345-432.

103 Nahapiet, J. and Ghoshal, S. (1998), "Social Capital, Intellectual Capital, and the Organizational Advantage," *Academy of Management Review*, 23: 242-267.

104 United Nations International Strategy for Disaster Reduction (2004) *Living with Risk: A global review for disaster reduction initiatives*. Geneva. UNISDR pp 21

105 Gui, B. (1996). On 'Relational Goods': Strategic Implications of Investment in Relationships. *International Journal of Social Economics*, 23: 260-273.

106 Uhlener, C. (1989). Relational Goods and Participation: Incorporating Sociability into a Theory of Rational Action. *Journal of Public Choice*, 62:253-285.

107 Gui, B. (2000). Beyond Transactions: On the Interpersonal Dimension of Economic Reality. *Annals of Public and Cooperative Economics*, 71: 139-169.

108 Donati, P. (2006). *Sociologia. Una Introduzione allo Studio della Società*, CEDAM, Milano.

109 Donati, P. (2006). *Sociologia. Una Introduzione allo Studio della Società*, CEDAM, Milano.

the actor's social relations. Its effects flow from the information, influence and solidarity it makes available to the actor..."

Second, it also paved the way for the construction of the *solution* based on the four *Dimensions*, as follows:

Table 3.4.- Comparative analysis of Social and Stakeholder Social Capitals.

Social Capital Dimensions identified by Nahapiet and Ghosal ¹² (1998)	Stakeholder Social Capital Identified by Donati (Garriga E, 2009)
Structural	<i>Intensity</i>
Relational	<i>Rules of Reciprocity</i>
Cognitive	<i>Meta purpose Goals</i>
	<i>Contribution to Human Society</i>

Third, I was able to identify the *key primary stakeholders* in order to initiate the crisis management process, who, based on the above-mentioned four *Dimensions*, met the following conditions:

- **Intensity:** *Primary stakeholders* that had accumulated more interactions before the Spectrum Disaster, as, according to Dyer¹¹⁰ (1996) a larger number of interactions provided greater opportunities to elaborate and *share reciprocity* and *gratitude* norms that would prove key to build a *relational solution*;
- **Reciprocity Rules:** *Primary stakeholders* that, having engaged in a reasonable number of interactions before the Disaster, shared a *vision* on how to solve the crisis (Nahapiet and Ghosal¹¹¹, 1997; Tsai and Ghosal¹¹², 1998);
- **Meta-purpose goals:** *Primary stakeholders* that had shared *common meta-purpose goals* after the Disaster in order to address its negative consequences. In other words, these stakeholders shared a number of common values and beliefs that would harmonise their interests, preventing any opportunistic behaviour (Ouchi¹¹³, 1980: 138);
- **Contribution to human society:** *Primary stakeholders* that, after the Disaster, had shown reasonable interest in building a solution that would not only translate into values but would also prove replicable, paving the way to formulate an *Act (2006)* on the notion of a *relational good*.

3.6. BUILDING THE SOLUTION BASED ON THE STAKEHOLDER SOCIAL CAPITAL NOTION

After reviewing relational theories and, especially, research studies on Stakeholder Social Capital, the first outcome expected of this approach was, following Donati¹¹⁴ (2006), to identify stakeholders that met the conditions listed below more accurately in order to start building the solution as part of a Trust-building process:

- *primary stakeholders* that had built *intense* relationships among themselves before the Disaster,

¹¹⁰ Dyer, J. (1996). Specialized Supplier Networks as a Source of Competitive Advantage: Evidence from the Auto Industry. *Strategic Management Journal*, 17: 271-291.

¹¹¹ Nahapiet, J. and Ghoshal, S. (1997) "Social Capital, Intellectual Capital and the Creation of Value in Firms." *Academy of Management Best Paper Proceedings*, 35-39.

¹¹² Tsai, W. and Ghoshal, S. 1998. 'Social capital and value creation: the role of intra-firm networks'. *Academy of Management Journal*, 41:4, 464-476.

¹¹³ Ouchi, W. (1980). Markets, Bureaucracies, and Clans. *Administrative Science Quarterly*. 25: 121-141.

¹¹⁴ Donati, P. (2006), *Sociologia. Una Introduzione allo Studio della societa*, CEDAM: Milano.

- shared *reciprocity norms*, and
- sought a *meta-purpose goals*.

These requirements proved key to design crisis management mechanisms. To identify *primary* stakeholders meeting these criteria, I relied on the four *Stakeholder Social Capital Dimensions* described by Garriga, E¹¹⁵. (2009) and referenced earlier:

- *Intensity*;
- *Reciprocity norms*;
- *Meta-purpose goals* and
- Contribute to Human Society¹¹⁶.

3.6.1. INTENSITY

The strategy formulated in implementing the *solution* was focused, primarily, on selecting those *primary* stakeholders, directly or indirectly, involved on account of Spectrum *Disaster* consequences, in:

- frequent;
- multiplicity, and
- recurrent interactions, trying to engage them *structurally* to initiate a dialogue process to find a *relational solution* to the crisis.

In other words and according to Garriga, E¹¹⁷ (2009: 7), the *intensity* of the relation between primary stakeholders and corporations –INDITEX– was positively related to the development of *reciprocity norms*, which would prove key to jumpstart a mutual *Trust-building process* among traditionally confronted *primary* stakeholders.

To this end, the first step was to make an inventory of all the organisations –Private or Public, Local or International, Civil Society or Trade Union Organisations- with a stake in the crisis that unfolded as a result of the Spectrum *Disaster*:

¹¹⁵ Ibid.

¹¹⁶ Donati (1991) has elaborated on this argument extensively. According to Donati, every social relation features four components: norms, values, goals and resources (Donati, 2006).

¹¹⁷ Ibid.

Table 3.5.- Stakeholders identification process at grass root level.

Stakeholders Category.	Institution.	HQ.	Country.
International Buyer (I.B.)	Attention ⁷ .	Unknown.	Unknown.
International Buyer (I.B.)	B&C ⁸ .	Cotton Group.	Belgium.
International Buyer (I.B.)	Concept EB Bluhn ⁹ .	Bluhn Kholn GMBH ¹³ .	Germany
International Buyer (I.B.)	Fishbone NY ¹⁰ .	New Yorker ¹⁴ .	Germany.
International Buyer (I.B.)	Grandes Superficies de Mexico, S.A. de C.V. ¹¹ .	Not identified.	Unknown.
International Buyer (I.B.)	ZARA ¹² .	INDITEX, S.A ¹⁵ .	Spain.
International Buyer (I.B.)	Kirsten Mode ¹³ .	Miro Radici ¹⁶ (Former Stillman)	Italy.
International Buyer (I.B.)	Le Frog Sport ¹⁴ .	Neckermann/KarstadtQuelle ¹⁷ .	Germany.
International Buyer (I.B.)	Thomas lloyd ¹⁵ .	Unknown.	Unknown
International Buyer (I.B.)	Harvest ¹⁶ .	New Wave ¹⁸ .	Sweden.
International Buyer (I.B.)	Vice versa GR ¹⁷ .	Unknown.	Unknown.
International Civil Society Actors (ICSA)	Clean Clothes Campaign (CCC) Netherlands.	Clean Clothes Campaign (H.Q.)	Netherlands.
International Civil Society Actors (ICSA)	Clean Clothes Campaign (CCC) Belgium.	Clean Clothes Campaign (H.Q.)	Belgium.
International Civil Society Actors (ICSA)	<i>Federation Internationale des Droits Humaines</i> ¹⁹ (FIDH)	<i>Federation Internationale des Droits Humaines</i> (FIDH)	France
International Civil Society Actors (ICSA)	SETEM. ²⁰	Clean Clothes Campaign (H.Q.)	Spain.
Local Civil Society Actors (LCSA)	INCIDIN Bangladesh. ²¹	Oxfam UK	Bangladesh.
Local Civil Society Actors (LCSA)	ASK ²² .		Bangladesh.
Local Civil Society Actors (LCSA)	Bangladesh National Women Lawyers Association ²³ (BNLWA).		Bangladesh.
Local Civil Society Actors (LCSA)	<i>Naripokkho</i> ²⁴ .		Bangladesh.
Local Civil Society Actors (LCSA)	The Sromik Nirapotta Forum ²⁵ (SFN)		Bangladesh.
Local Civil Society Actors (LCSA)	Sammilita Nari Samaj.		Bangladesh.
Local Civil Society Actors (LCSA)	Nijera Kori.		Bangladesh.
Local Civil Society Actors (LCSA)	Sammilita Samajik Andlon.		Bangladesh.
Local Civil Society Actors (LCSA)	The Bangladesh Legal Aid Trust		Bangladesh.
Local Civil Society Actors (LCSA)	Jatiya Garments Sramik Jote.		Bangladesh.
International Trade Unions.	ITGLWF.	ITGLWF ²⁶ .	Belgium.
UNI.	UNI.	UNI ²⁷ .	Switzerland.
Local Trade Union.	BIGUF.	Federated to ITGLWF.	Bangladesh.
Local Trade Union.	BNC ²⁸ .	Federated to ITGLWF.	Bangladesh.
Local Trade Union.	BNGWF ²⁹ .	Federated to ITGLWF.	Bangladesh.

⁷Labels discovered in the Spectrum *Disaster* arena and facilitated by Spectrum's workers/ trade union members to CCC.

Following the tenets mentioned earlier, the second step consisted of identifying:

- the interactions developed by all *primary* stakeholders (see Tables 3.6 to 3.12) present in the *Disaster* arena and
- establishing how intense these interactions had been before the Spectrum *Disaster*, and (iii) short-listing stakeholders displaying the best fit.

a. Carrefour

Table 3.6.- Individual Stakeholder Interaction Analysis. Carrefour.

Relations with other International Buyers	Involvement in Multi-Stakeholders Dialogue Platforms	Interactions with International Trade Unions to develop its Code of Conduct and related policies	Relations with other International Trade Unions	Interactions with NGOs to develop its Code of Conduct and related Policies
<ul style="list-style-type: none"> Carrefour maintained very limited relations with other International Buyers involved in this crisis. 	<ul style="list-style-type: none"> Carrefour was not involved in any other multi-stakeholders dialogue platforms with other International Buyers involved in this crisis (i.e. ETI or BSCI) 	<ul style="list-style-type: none"> Carrefour did not maintain collaboration relations with International Trade Unions to work on implementing its Supply Charter. 	<ul style="list-style-type: none"> Carrefour operated under the French Model of workplace representation including Trade Union representatives from affiliated to <i>UNI</i>. 	<ul style="list-style-type: none"> Carrefour engaged the Federation Internationale des Droits Humanines (FIDH) (1997) (instead of Union Network International (UNI) for Commerce or ITGLWF); <i>FIDH</i> assisted to Carrefour in developing its “<i>Supplier Charter</i>”; Partnership to joint monitoring body to conduct social audits: INFANS (NGO approach)
LOW INTENSITY.	LOW INTENSITY.	LOW INTENSITY.	MODERATE INTENSITY.	HIGH INTENSITY.

b. Karstadt Quelle

Table 3.7.- Individual Stakeholder CSR Strategy Analysis. KarstadtQuelle.

Relations with other International Buyers	Involvement in Multi-Stakeholders Dialogue Platforms	Interactions with International Trade Unions to Develop its Code of Conduct and related policies	Relations with other International Trade Unions	Interactions with NGOs to develop its Code of Conduct and related Policies
<ul style="list-style-type: none"> KarstadtQuelle maintained recurrent relations with other International Buyers involved in this crisis (INDITEX and Cotton Group) through the BSCI (Board Member) platform. Active involvement in the three “<i>International Buyers’ Missions</i>” to Bangladesh. 	<ul style="list-style-type: none"> Active Board Member in the design of: (i) Code of Conduct; (ii) methodology to check implantation; (iii) auditors’ selection (SGS, Bureau Veritas e Inter-tek, mainly) Roundtable on Code of Conduct, a multi-stakeholder initiative comprised by representatives of Trade Unions (The Unified Services Union (Verdi) and Metalworkers Union (IGMetal), Private Sector, NGOs and representatives from the Government. (Noting that The Company withdrawn from the round table in 2004 over a lack of action (Miller³⁰, D., 2010: 100)) 	<ul style="list-style-type: none"> Limited. 	<ul style="list-style-type: none"> Limited. 	<ul style="list-style-type: none"> Limited.
HIGH INTENSITY.	MODERATE INTENSITY.	LOW INTENSITY.	LOW INTENSITY.	LOW INTENSITY.

c. Cotton Group

Table 3.8.- Individual Stakeholder CSR Strategy Analysis. Cotton Group.

Relations with other International Buyers	Involvement in Multi-Stakeholders Dialogue Platforms	Interactions with International Trade Unions to Develop its Code of Conduct and related policies	Relations with other International Trade Unions	Interactions with NGOs to develop its Code of Conduct and related Policies
<ul style="list-style-type: none"> Engagement with other International Buyers involved in the Spectrum crisis (INDITEX and KarstadQuelle) through the BSCI Platform. Carrefour, as vendor. Active involvement in the three <i>International Buyers' Missions</i> to Bangladesh. 	<ul style="list-style-type: none"> Limited. 	<ul style="list-style-type: none"> Limited. 	<ul style="list-style-type: none"> Limited. 	<ul style="list-style-type: none"> Limited.
HIGH INTENSITY.	LOW INTENSITY.	LOW INTENSITY.	LOW INTENSITY.	LOW INTENSITY.

d. Scapino

Table 3.9.- Individual Stakeholder CSR Strategy Analysis. Scapino.

Relations with other International Buyers	Involvement in Multi-Stakeholders Dialogue Platforms	Interactions with International Trade Unions to Develop its Code of Conduct and related policies	Relations with other International Trade Unions	Interactions with NGOs to develop its Code of Conduct and related Policies
<ul style="list-style-type: none"> Engagement with the other International Buyers in the BSCI platform. Direct ties to KarstadQuelle. 	<ul style="list-style-type: none"> Very limited. 	<ul style="list-style-type: none"> Very limited. 	<ul style="list-style-type: none"> Very limited. 	<ul style="list-style-type: none"> Very limited.
HIGH INTENSITY.	LOW INTENSITY.	LOW INTENSITY.	LOW INTENSITY.	LOW INTENSITY.

e. INDITEX

Table 3.10.- Individual Stakeholder CSR Strategy Analysis. INDITEX S.A.

Relations with other International Buyers	Involvement in Multi-Stakeholders Dialogue Platforms	Interactions with International Trade Unions to Develop its Code of Conduct and related policies	Relations with other International Trade Unions	Interactions with NGOs to develop its Code of Conduct and related Policies
<ul style="list-style-type: none"> Active engagement with other International Buyers involved in the Spectrum crisis (Cotton Group and KarstadQuelle) at the BSCI Board. Active involvement in the three <i>International Buyers' Missions</i> to Bangladesh. 	<ul style="list-style-type: none"> BSCI Board Member actively involved in (i) the design of BSCI's Code of Conduct, and (ii) its implantation methodology. At the time of the accident, advanced contacts with <i>ETT</i>⁴¹, both to engage it as an active member and to later adopt its <i>Base Code</i>³². and MFA Forums³³. 	<ul style="list-style-type: none"> Contacts with FITEQA-CCOO³⁴ to jointly develop a strategy to implant its Code of Conduct for Manufacturers and Outsourcing Workshops -in Spain (Maresme³⁵ and Galicia (Spain)), Portugal and Morocco. Prior contacts to sign a <i>International Framework Agreement (IFA)</i> with ITGLWF (through FITEQA-CCOO) 	<ul style="list-style-type: none"> Relations to solve Child Labour issues with FITEQA-CCOO, the International Federation of Textile, Garment and Shoe Trade Unions (FITTVC) (Portugal)³⁶ and the Labour Ministries in Spain and Portugal. <i>Fibre Citoyenne</i>³⁷ standard design and implantation with <i>Amith</i> (Morocco³⁸) Joint management with FITEQA-CCOO of alleged cases of <i>Migrant Worker</i> issues in Catalonia and Teo³⁹ (Galicia) 	<ul style="list-style-type: none"> Creation of INDITEX's Social Board.⁴⁰ Acquisition by SETEM⁴¹ INDITEX's stock, joining its Shareholders' Meeting, and solving issues concerning adequate compliance with Code of Conduct for Manufacturers and Outsourcing Workshops in Morocco⁴². Criticism from Intermon Oxfam⁴³ human rights violations and child labour at INDITEX's workshops in Morocco ("<i>Moda que Aprieta</i>")
HIGH INTENSITY.	HIGH INTENSITY.	HIGH INTENSITY.	HIGH INTENSITY.	HIGH INTENSITY.

f. ITGLWF

Table 3.11.- Individual stakeholder CSR Strategy Analysis. ITGLWF and its federated Trade Union Organisations.

Relations with other International Buyers	Involvement in Multi-Stakeholders Dialogue Platforms	Interactions with International Trade Unions to Develop its Code of Conduct and related policies	Relations with other International Trade Unions	Interactions with NGOs to develop its Code of Conduct and related Policies
<ul style="list-style-type: none"> ITGLWF-Carrefour: CSR strategy restricted to the involvement of International Trade Unions to manage/implant its <i>Supply Charter</i> in its Supply Chain. As a result, limited chances for <i>IFA</i> similar to the one signed with INDITEX. Its global relations with Trade Unions were limited to a global agreement with UNI (2001), being its <i>global jurisdiction</i> stores which comprised its global Retail Chain. Consequently, providing limited statement of intent with respect its Supply Chain; ITGLW- German International Buyers: little contact with KarstadQuelle and its German partners. ITGLWF- INDITEX: closer ties facilitated by FITEQA-CCOO, with a view to signing an IFA soon. 	<ul style="list-style-type: none"> Active presence at SAI⁴⁴; Board member of ETI. Board member of <i>Multifibre Agreement Forum</i>. 	<ul style="list-style-type: none"> Intense interactions with Fiteqa- CCOO to drive INDITEX' s sustainability model. 	<ul style="list-style-type: none"> Strong ties to Fiteqa-CCOO. 	<ul style="list-style-type: none"> CCC, as the rest of the NGOs were not interested in the way that trade unions would be, strategically ongoing dialogue is seen as an inroad to future collective bargain.
LOW INTENSITY.	HIGH INTENSITY.	N/A.	HIGH INTENSITY.	LOW INTENSITY.

g. Clean Clothes Campaign (CCC)

Table 3.12.- Individual Stakeholder CSR Strategy Analysis. Clean Clothes Campaign.

Relations with other International Buyers	Involvement in Multi-Stakeholders Dialogue Platforms	Interactions with International Trade Unions to Develop its Code of Conduct and related policies	Relations with other International Trade Unions	Interactions with NGOs to develop its Code of Conduct and related Policies
• Active INDITEX involvement through SETEM.	• Very limited.	• Very limited.	• Intense relation with Trade Unions not affiliated to ITGLWF, such as NWGF.	• Intense contact through Human Rights Organisations in the field.
LOW INTENSITY.	LOW INTENSITY.	LOW INTENSITY	HIGH INTENSITY.	HIGH INTENSITY.

The Table 3.13. below describes the intensity of relations developed among *primary* stakeholders before the *Disaster*:

Table 3.13.- Summary of stakeholder interactions prior to the Spectrum Disaster.

	Carrefour.	Kardstadt Quelle.	Cotton Group.	Scapino.	INDITEX.	ITGLW and its Local Trade Union Federated.	Clean Clothes Campaign.	Other Local Civil Society Actors.
Carrefour.		Low.	High ⁴⁵ .	Low.	Low.	Low.	Low.	Low.
Kardstadt Quelle.	Low.		Low.	High ⁴⁶ .	High ⁴⁷ .	Low.	Low.	Low.
Cotton Group.	High.	Low.		Low.	Low.	Low.	Low.	Low.
Scapino.	Low.	High.	Low.		Low.	Low.	Low.	Low.
INDITEX.	Low.	High ⁴⁸ .	Low.	Low.		High ⁴⁹ .	High ⁵⁰ .	High ⁵¹ .
ITGLW and its Local Trade Union Federated.	Low.	Low.	Low.	Low.	High.		High.	High ⁵² .
Clean Clothes Campaign.	Low.	Low.	Low.	Low.	Moderate.	High.		High.
Other Local Civil Society Actors.	Low.	Low.	Low.	Low.	Moderate.	High.	High.	

3.6.2. ANALYSIS OF META-PURPOSE GOALS SHARED BY STAKEHOLDERS

To design a *relational intervention solution* to approach the complex arena that emerged from the Spectrum *Disaster*, it forced me to:

- determine how much *primary* stakeholders *shared a common vision - meta purpose goals* - to solve the crisis derived from the factory collapse (i.e., its replicability both in the long run in Bangladesh and in other LDC) and, at the same time,
- assess whether it would be possible to develop short and long-term shared goals among stakeholders by means of a dialogue and negotiation process (Kaptein¹¹⁸ and Van Tulder)

Particularly, as noted by Garriga E. (2009: 7), it was necessary to check that relation *Intensity* positively relates to the development and advancement of common objectives or *meta-purposes goals*.

In other words, a *solution* would only prove sustainable in this specific social, cultural and religious environment if it involved all the stakeholders that had engaged in a large number of egalitarian inter-

¹¹⁸ Kaptein, M. and Van Tulder, R. (2003), "Toward Effective Stakeholder Dialogue," *Business & Society Review*, 108: 203-224.

actions (“breeding ground”) before the *Disaster*. This would help stakeholders set a number of *meta-purpose goals* required for a harmonious crisis-management process.

3.6.2.1. INDITEX

3.6.2.1.1. INDITEX'S GENERAL META-PURPOSE GOALS

By way of introduction, it should be noted that I, as CSR Global Director of became so deeply invested in finding a *solution* for the Spectrum crisis as a result of a number of corporate commitments, voluntarily adopted by INDITEX before this *Disaster*.

These commitments derived mainly from two primary sources:

- the adoption of its Internal Code of Conduct (February 2001) and,
- its adherence as a member of UK based “*Ethical Trading Initiative*” to the multi-stakeholder initiative’s “*Base Code*” (October 2006) with two clear objectives:
 - to promote Human and Labour Right Workers’ in line with main United Nations and ILO Conventions within the factories of the Suppliers which comprised the INDITEX’ s Supply Chain and
 - to implement innovative social interventions with the aim to develop new sustainable *values, attitudes* and new *skills* among the stakeholders involved in the Spectrum *Disaster*.

Specifically, this *solution* was designed to:

- (short-run) voluntarily articulate a corporate response through its Code of Conduct to a workplace *Disaster* in an LDC (Bangladesh);
- (long run) be replicated in future workplace crises/accidents/disasters at Supply Chain production sites in other LDC geographies (i.e. India, Cambodia and Pakistan, mainly),
- promote Women’s Rights among injured workers and relatives (Widows and their Children) of the deceased as a consequence of the *Disaster* and, finally,
- assume a new *social role* administering citizenship rights in “*circumstances where traditional governmental actors fail to be a counterpart of citizenship*” (Matten and Crane¹¹⁹, 2005:174) after the approval of its Code of Conduct by its Board (February 2001) and the implementation of its Corporate and Social Responsibility Strategy.

3.6.2.1.2. META-PURPOSE GOALS ANALYSIS BETWEEN INDITEX AND CIVIL SOCIETY ACTORS

Since the beginning, I identified the *solution’ s meta-purpose goals* did not only match the principles¹²⁰ that served as a foundation for its CSR model –approved by its Board in February 2001- but also a broad *Development*¹²¹ notion required to ensure that all workers in its Supply Chain factories and their

119 Matten, D; Crane, A.; Chapple, W. 2003, “Behind the Mask: Revealing the True FACE of Corporate Citizenship,” *Journal of Business Ethics*, Part 2, Vol. 45 Issue ½, p. 109-120.

120 INDITEX’ s Internal Code of Conduct hinges on the following principles:

“...All INDITEX operations will unfold within ethical and responsible boundaries. All individuals and organisations directly or indirectly associated to INDITEX in any labour, economic, social or industrial relationship will be treated in a fair and dignified manner. All INDITEX activities will be conducted in the most environmentally-friendly manner possible...”

In addition, the section on Society of INDITEX’ s Internal Code of Conduct states that:

“...INDITEX is committed to collaborating with the local, national and international communities where it operates...”

http://www.inditex.es/es/responsabilidad_corporativa/social/codigo_conducta (accessed on February 21, 2011).

121 Within (i) the factories which comprise its Supply Chain: Enhancing, promoting and respecting the ILO concept of Decent Work and, simultaneously, (ii) the communities

families in their communities enjoyed more *Freedom* (opportunities) to live the lives they value. A *good life* is free from such things as poverty, political oppressions and inequalities.

The *solution's meta-purpose goals* which considered *Freedom* as central axis of *Development* both (i) as an *ultimate end* and (ii) a *principal means* with intrinsic and instrumental value respectively (Sen, 2000¹²²)

Development as an *end* implied substantive *Freedom*s or the intrinsic, individual capabilities/opportunities that people value, which the resource makes available for the most vulnerable groups affected by the Spectrum crisis to exploit -in other words, the possibility to freely enjoy the *solution* compensations in an environment where:

- women/Spectrum Widows had a feeling of inferiority brought about by their submissive status instilled since early childhood (see the four *P_s* of this social-exclusion environment in Chapter 4), and
- their work and contributions to Society were continuously undervalued and cut off from the mainstream of Society and from the most important processes of power and decision making, not just by the *Purdah*¹²³ but by the attitudes which lie behind it (Abecassis¹²⁴, 1990)

Development as a *principal means* referred to process which not only allowed to increase the income of those most vulnerable and excluded groups (i.e. the Spectrum Widows and their children (specially, their daughters) but also promoted their personal goals and values, including:

- their self-esteem through promoting the role of the *Agency* of the Widows in the *solution* compensation process because, following Sen¹²⁵ (2000: 234), to improve Spectrum Widows welfare must be based on their own *agency* in order to achieve the change 'and, simultaneously,
- their empowerment advancement of the Spectrum's Widows, including the right to freedom of thought, thus contributing to the moral, ethical and intellectual needs of the Widows and their Children, individually or in their communities with others and thereby guaranteeing them the possibility of realizing their full potential in Society and shaping their lives in accordance with their own aspirations (*Fourth World Conference on Women Beijing Declaration:13*¹²⁶)

Finally, in order to meet the above mentioned objectives, I invited to join the *solution* managing process other *secondary* stakeholders (i.e. Civil Society Representatives deeply involved in activities of promoting and enhancing Women Rights at grass root level (BNWLA y Naripokkho)) and, as such:

- traditionally deemed as *secondary* or *morals* (Clarskon¹²⁷; 1995) and
- *disconnected and isolated in decision-making processes* but necessary to build *new inter-organisation links* and needful to:

where the women workers live the concept of agency.

122 Sen A. (2000), *Development As Freedom*, New Delhi: Oxford University Press.

123 See Chapter 4.

124 Abecassis, David (1990), *Identity, Islam and Human Development in Rural Bangladesh*, Dhaka University Press, Ltd.

125 op.cit.

126 <http://www.un.org/womenwatch/daw/beijing/platform/declar.htm> (last entry February 21, 2011)

127 Clarkson, M. (1995), "A Stakeholder Framework for Analyzing and Evaluating Corporate Social Performance," *Academy of Management Review*, 20: 92-117.

In the Short Run,

- evaluate the actual level of Widows Rights protection by the existing Bangladeshi Legal Mechanisms and, based on the above mechanisms, develop solution's Monitoring Programs to guarantee the free enjoyment of the compensations to those most vulnerable groups (i.e. Widows and their Children) (See Chapter 4) and,

In the Long Run,

- propose to BGMEA Board to set up an specific RMG system of *safety net* where putting in practice some of the International Conferences Goals related to Women Rights, from a *relational* perspective:

- the *International Covenant on Social Economic and Cultural Rights* (ICESCR), providing a right to work, which includes a responsibility of the state to provide a range of training and other services to achieve "full and productive employment¹²⁸."

It also includes rights to just and favourable conditions at work, which ensure fair wages and equal pay for equal work; a right to a decent living; rights to safe and the working conditions;

- *Nairobi Forward Looking Strategies* (1985), specifically in its "IV Areas of Special Concern¹²⁹" (Paragraphs 281 and 282);

- the *World Conference on Human Rights* (Vienna¹³⁰, 1993¹³¹);

- the *International Conference on Population and Development* (Cairo¹³², 1994) and, finally,

128 ICESCR, art. 6.

129 The *solution* used as a reference the following two Paragraphs included in Chapter IV, "AREAS OF SPECIAL CONCERN": Paragraph 281, which clearly stated that "...Policies, programs and projects aimed at or incorporating especially vulnerable and underprivileged groups of women should recognize the particular difficulties of removing the multiple obstacles facing such groups and should place equal emphasis on addressing the social, economic and human dimensions of their vulnerability and their underprivileged positions. Measures needed to provide them with immediate assistance should be supplemented by comprehensive long-term plans to achieve lasting solutions to their problems. These will usually necessitate global efforts in resolving the special problems of vulnerable groups, of which women are a significant part..."

And Paragraph 282 which clearly stated that:

"... basic to all efforts to improve the condition of these women should be the identification of their needs and hence the gathering of gender-specific data and economic indicators sensitive to conditions of extreme poverty and oppression. Such data should contain spatial, socio-economic and longitudinal characteristics and should be designed specifically for use in policy, program and project formulation and implementation. Monitoring efforts at national, sub-regional, regional and international levels should be intensified..."
<http://www.un.org/womenwatch/confer/nfls/Nairobi1985report.txt> (Last entry December 15, 2010)

130 Specifically in the following articles:

Article 18, which clearly stated: "The Human Rights of women and of the girl-child are an inalienable, integral and indivisible part of universal human rights. The full and equal participation of women in political, civil, economic, social and cultural life, at the national, regional and international levels, and the eradication of all forms of discrimination on grounds of sex are priority objectives of the international community.

Gender-based violence and all forms of sexual harassment and exploitation, including those resulting from cultural prejudice and international trafficking, are incompatible with the dignity and worth of the human person, and must be eliminated. This can be achieved by legal measures and through national action and international cooperation in such fields as economic and social development, education, safe maternity and health care, and social support..."

Article 38, which clearly stated that "... the World Conference on Human Rights stresses the importance of working towards the elimination of violence against women in public and private life, the elimination of all forms of sexual harassment, exploitation and trafficking in women, the elimination of gender bias in the administration of justice and the eradication of any conflicts which may arise between the rights of women and the harmful effects of certain traditional or customary practices, cultural prejudices and religious extremism. The World Conference on Human Rights calls upon the General Assembly to adopt the draft declaration on violence against women and urges States to combat violence against women in accordance with its provisions. Violations of the human rights of women in situations of armed conflict are violations of the fundamental principles of international human rights and humanitarian law. All violations of this kind, including in particular murder, systematic rape, sexual slavery, and forced pregnancy, require a particularly effective response..."

And, finally, **Article 41**, which clearly stated that "... World Conference on Human Rights recognizes the importance of the enjoyment by women of the highest standard of physical and mental health throughout their life span. In the context of the World Conference on Women and the Convention on the Elimination of All Forms of Discrimination against Women, as well as the Proclamation of Tehran of 1968, the World Conference on Human Rights reaffirms, on the basis of equality between women and men, a woman's right to accessible and adequate health care and the widest range of family planning services, as well as equal access to education at all levels..."

[http://www.unhcr.ch/huridocda/huridoca.nsf/\(symbol\)/a.conf.157.23.en](http://www.unhcr.ch/huridocda/huridoca.nsf/(symbol)/a.conf.157.23.en) (Last entry December 15, 2010)

(Vienna Declaration and Program of Action. Adopted by the World Conference on Human Rights, Vienna, 14-25 June 1993. New York. NY. United Nations, 1993) (Document A/CONF. 157/23)

131 Used by the Scheme as reference for its definition of VAW (See Chapter 6)

132 International conference on Population and Development (ICPD), Cairo, Egypt 5-13 September, 1994. New York. NY. United Nations, 1994 (Document A/CONF. 171/13)

- the *Fourth World Conference on Women* (Beijing¹³³, 1995) that clearly stated that:

... in all societies to a greater or lesser degree women and girls are subjected to physical, sexual and psychological abuse that cuts across line of income, class and culture. The violence against women is a matter of concern to all states and should be addressed ... that is the responsibility of the state to stop the violence..."

In a nutshell, pursuing a *relational solution* to solve the complex crisis that unfolded as a result of the Spectrum facility collapse, it implied me developing an initial *meta-purpose goal, freedom-oriented development*, engaging stakeholders initially viewed as *secondary*.

Indeed, it was necessary for development *recipients* –the Spectrum Widows- to participate as *agents* rather than *passive recipients*” in the compensation process derived from the Scheme. To that end, following Drèze and Sen¹³⁴ (1995), all stakeholders had to work together to build a number of *capabilities* that facilitated:

“ ... a process of growth of the real freedom that people enjoy ...”

3.6.2.1.3. META-PURPOSE GOALS ANALYSIS BETWEEN INDITEX AND OTHER INVOLVED INTERNATIONAL BUYERS

The *solution* strategy featured a second *meta-purpose goal* for the other International Buyers (i.e. Karstad Quelle, Carrefour, Scapino and Cotton Group) involved at the Spectrum crisis -*to adopt new and innovative social roles in administering citizenship rights* (Matten¹³⁵ and Crane, 2003, p 174), promoting Human and Labour Conventions, in accordance with their voluntary commitments assumed after the approval of their corresponding Codes of Conducts.

3.6.2.1.4. META-PURPOSE GOALS SHARED BY INDITEX AND BGMEA

The *solution* third *meta-purpose goal* to be pursued on a *relational* basis with BGMEA viewed the Scheme as an instrument to create new sources of “*competitive advantages*” for the RGM in Bangladesh.

Thus, the *solution* would become an innovative *solution* which paved the way for the Development of a new approach of social and labour interventions in LDC, such as Bangladesh, which, *per se*, it could offer a new *competitive advantage* for the RMG.

According to Dyer and Singh¹³⁶ (1998), *competitive advantages*” *mains not only to “invest” in specific assets which will promote cooperation and subsequently “outweigh” competitors, it implies also to comply with three additional requirements:*

First, *the investments should have been brought to fruition in specific assets*. Thus, the *Spectrum Voluntary Relief Scheme* was an intangible asset which, following Robison¹³⁷, Sumid and Siles¹³⁸ (2002), constituted a clear way of *capital accumulation*, with similar features to other types of Capital - Human,

133 Ibid.

134 Dreze, J. and Sen A. K. (1995), *India: Economic Development and Social Opportunity*, Delhi: Oxford University Press.

135 Matten, D; Crane, A.; Chapple, W. 2003, “Behind the Mask: Revealing the True FACE of Corporate Citizenship,” *Journal of Business Ethics*, Part 2, Vol. 45 Issue ½, p. 109-120.

136 Dyer, J. and Singh, H. (1998), “The Relational View: Cooperative Strategy and Sources of Interorganizational Competitive Advantage,” *Academy of Management Review*, 23: 660-679.

137 Ibid.

138 Robinson, Sumid, y Siles (2000): *Is social capital really capital?* Conferencia regional de CEPAL y Universidad del Estado de Michigan: Capital social y reducción de la pobreza en América Latina y el Caribe. Septiembre/2001. Página de acceso: <http://www.eclac.cl/prensa/noticias/comunicados/3/7903/robison-siles2409.pdf>

Physical, Natural and Cultural as studied in the financial literature.

In other words, *investments* that should also involve the development of specific Know How, such as:

- the *Fact Finding Mission*;
- the adaptation of the *Scale* (Spanish *Baremo*) into the mentioned complex Disaster arena;
- the *Spectrum Pension Scheme*, based on International Insurance Standards and, finally, the *Purdah Project*, designed to guarantee the free enjoyment of the compensations to the Widows in their communities of residence), constituted, per se, an example of inter-organisational learning (Kratz¹³⁹, 1998), which paved the way towards the knowledge exchange among stakeholders (INDITEX and others) involved (Kostovo¹⁴⁰ and Roth, 2000);

Second, the stakeholders, following Dyer and Singh¹⁴¹ (1998) *should develop exchange and knowledge generation processes*.

Allowing, through the *solution*, to:

- develop new social interactions and
- set up new routines among those stakeholders involved, especially in Bangladesh, which were difficult to codify and imitate and, therefore, were a clear "source of competitive advantages" (Kogut¹⁴² and Zander (1992), Nelson¹⁴³ and Winter (1982) and Szulanski¹⁴⁴ (1996);

Third, the *solution*, following according to Dyer and Singh¹⁴⁵(1998), also demanded that stakeholders *deployed their capacities and resources in a complementary and learning way*.

That was, the potential outcomes stemming from the Scheme yielded resources which:

- collectively (for the RGM Sector corporate members) resulted in a higher assets value rather than those initially transferred to beneficiaries;
- were not divisible;
- were intangible;

Fourth, the *solution* allowed to all stakeholders involved in the *Disaster to reduce or ultimately to remove the transaction costs* associated with this complex intervention and, subsequently, to maximize the efficiency of the processes inside the organization (Dyer and Singh¹⁴⁶, 1998)

3.6.2.1.5. META-PURPOSE GOALS ANALYSIS BETWEEN INDITEX AND ITGLWF

The *solution* constituted, *per se*, a practical example of *Global Social Dialogue* between an International

139 Kraantz, M. S (1998), "Learning by association? Interorganizational networks and adaptation to environmental change," *Academy of Management Journal*, 41:621-643.

140 Kostova, T and Roth, K (2003), "Social capital in multinational corporations and a micro-macro model of its formation," *Academy of Management Review*, 28,(2), p 297-317.

141 Ibid.

142 Kogut, B., and Zander, U. (1992), "Knowledge of the Firm, Combinative Capabilities, and the Replication of Technology," *Organization Science*, 3: 383-397.

143 Nelson, R., and Winter, S. (1982), *An Evolutionary Theory of Economic Change*, Cambridge, MA: Belknap Press of Harvard University Press.

144 Szulanski, G. (1996), "Exploring Internal Stickiness: Impediments to the Transfer of Best Practice Within the Firm," *Strategic Management Journal*, 17: 27-43.

145 Ibid.

146 Ibid.

Buyer, (INDITEX) and a Global Trade Union Federation (ITGLWF) with a clear commitment¹⁴⁷ *to implement and foster the Decent Work Agenda* the negative complex socio, cultural and legal arena where the Spectrum Disaster was located with three strategic objectives:

- **Guaranteeing Rights at Work.** Promoting to the Spectrum's workers Rights to receive proper compensations derived from labour accidents, based on International Insurance Standards and locally adapted to the RMG Sector;
- **Extending Social Protection.** Ensuring that: (i) women and men enjoy working conditions that are safe and (ii) providing for adequate compensations (actuarial) in case of lost or reduced income and permit access to adequate healthcare and, finally,
- **Promoting Social Dialogue.** Involving local Trade Unions and Entrepreneurs' organizations (i.e. BGMEA) to avoiding disputes at work and building cohesive societies.

In other words, creating a "collaborative" scenarios to resolve complex situations, such as those derived from the Spectrum *Disaster*.

Definitively, three strategic objectives considered in point 2 of the *IFA Declaration*¹⁴⁸ (signed between ITGLWF and INDITEX) (See Appendix 9) which stated:

"... Whereas, INDITEX made up of a group of companies mainly devoted to the manufacture, distribution and sale of apparel and accessories, considers that its Corporate Social Responsibility (hereinafter CSR) includes a commitment to apply Principles and Criteria of sustainable and supportive social development to improve the Fundamental Human, including labour and social, Rights and living conditions of the communities with which it deals, especially through its manufacturing activities..."

3.6.2.2. ITGLWF

3.6.2.2.1. BACKGROUND

The crisis that unfolded after the Spectrum *Disaster* turned into a driver for a reform and structural change process in Bangladesh's labour relation system, as transpired from the Legal Bodies approved in 2006, with the *Bangladeshi Welfare Act (2006)* showing a significant influence of the notions posited by it.

Thus, Civil Society representatives spearheaded a process to make a number of demands that focused not only on adequate compensation payments to Spectrum victims but also on the creation of a *Tripartite Committee* to undertake an urgent structural review of all multi-storey buildings currently in use as garment factory units as well as an evaluation of health and safety conditions (e.g., access and exit routes and evacuation procedures)¹⁴⁹ at manufacturing facilities servicing major BGMEA members, especially RMG production plants at Dhaka, Narayanganj and Chittagong, mainly.

Throughout 2005 and 2006, the Government and the employers (BGMEA, among others) were on the back foot as an alliance between Bangladesh Civil Society and their International donors (i.e. Clean Clothes Campaign), particularly in Europe, brought the issue of social compliance to the attention of

¹⁴⁷ IFA, Paragraph 2. stated that "... INDITEX commits itself to apply and insist on observance of the International Labour Standards mentioned above throughout its "Supply Chain" including to all workers, whether they be directly employed by INDITEX or by its External Manufacturers or and Suppliers..."

¹⁴⁸ <http://www.itglwf.org/lang/en/global-framework-agreements.html> (Last entry December 14, 2010)

¹⁴⁹ Letter from Neil Kearney ITGLWF to the Bangladeshi Government, April 28 2005.

the International Buyers.

In other words, some changes in the law and voluntary measures on the part of the RMG employers were going to be necessary if the RMG was to remain in the marketplace post MFA phase out – at least with those International Buyers who considered themselves to be socially responsible (Miller¹⁵⁰, D. 2010)

Thus, a number of high level international conferences and roundtables took place during the summer of 2005 at which the Trade Unions in particular were able to voice their concerns and demands.

Such meetings were of course relatively easy to manage and create a sense of constructive dialogue but out in the industry things were beginning to get out of control.

As a result, the Spectrum *Disaster* provided ITGLWF with an opportunity to promote the pursuit of four *meta-purpose goals*, namely to:

- sign the first International Framework Agreement (IFA) between an International Buyer and IT-GLWF. And as result, to participate actively in developing the new INDITEX' s Code of Conduct for Manufacturers and Suppliers, especially at LDC (it should be noted that, until the Spectrum *Disaster*, as concluded from Table 3.14 below, ITGLWF had not managed to enter into an *IFA* with any multinational corporations)

Table 3.14.- Codes of Conduct / Framework Agreements* concluded between Transnational Companies and Global Union Federations (GUF)

Corporation.	Trade Union Federation.	Year.
Danone	IUF	1988
Accor	IUF	1995
IKEA	**IFBWW	1998
Statoil ICEM	ICEM	1998
Faber-Castell	IFBWW	1999
Freudenberg	ICEM	2000
Hochtief	FBWW	2000
Carrefour	UNI	2001
Chiquita	IUF	2001
OTE Telecom	UNI	2001
Skanska	IFBWW	2001
Telefonica	UNI	2001
Indesit (Merloni)	IMF	2002
Endesa	ICEM	2002
Ballast Nedam	IFBWW	2002
Fonterra	IUF	2002
Volkswagen	IMF	2002
Norske Skog	ICEM	2002
AngloGold	ICEM	2002
DaimlerChrysler	IMF	2002
Eni	ICEM	2002
Leoni	IMF	2003
ISS	UNI	2003
GEA	IMF	2003
SKF	IMF	2003

¹⁵⁰ Ibid.

Rheinmetall	IMF	2003
H&M	UNI	2004
Bosch	IMF	2004
Prym	IMF	2004
SCA	ICEM	2004
Lukoil	ICEM	2004
Renault	IMF	2004
Impregilo	IFBWW	2004
Electricité de France	ICEM/PSI	2005
Rhodia	ICEM	2005
Veidekke	IFBWW	2005
BMW	IMF	2005
EADS	IMF	2005
Gebr. Röchling	IMF	2005
Schwan-Stabilo	IFBWW	2005
Lafarge Group	IFBWW / ICEM/WFBW	2005
Arcelor	IMF	2005
Staedtler BWI 2006	BWI	2006
PSA Peugeot Citroën	IMF	2006
Royal BAM	BWI	2006
Portugal Telecom	UNI	2006
Securitas	UNI	2006
Euradius	UNI	2006
France Telecom	UNI	2007
Volker Wessels	BWI	2007
Brunel	IMF	2007
Inditex ****	ITGLWF/UNI	2007
Umicore	IMF/ICEM	2007
Vallourec	IMF	2008

Sorted by agreement signature year. © Robert Steiert (IMF) / Marion Hellmann (BWI) – 2007¹⁵¹

* Some GUFs call the agreements Framework Agreements" not Code of Conduct because there had been only a few principles fixed in the first agreement which often have been extended by additional agreements. For instance in the case of Danone the first agreement of 1988 has meanwhile been developed by 6 other agreements.

** IKEA' s Agreement covers also the suppliers to IKEA and the whole Supply Chain as well as the IKEA owned Swedwood-Group.

*** INDITEX is a wholesale dealer with only a very small number of own employees. The IFA is valid for the companies in the supply chain providing INDITEX with products.

In addition to the IFA' s listed above there are agreements between the European Metalworkers' Federation (EMF) and General Motors Europe as well as Ford of Europe. These agreements contain the Core Labour Standards as well but are only valid for the European plants of General Motors (Opel) and Ford of Europe.

Legend:

BWI = Building and Wood Workers International (former IFBWW)

ICEM = International Federation of Chemical, Energy, Mine and General Workers Unions.

IFBWW = International Federation of Building and Woodworkers (now: BWI)

IUF = International Union of Food, Agricultural, Hotel, Restaurant, Catering, Tobacco and Allied Workers' Associations.

IMF = International Metalworkers' Federation.

ITGLWF = International Textile, Garment & Leather Workers' Federation.

PSI = Public Services International.

UNI = Union Network International.

WFBW = World Federation of Building & Wood Workers.

¹⁵¹ <http://www.ilo.org/public/english/dialogue/ifpdial/downloads/xborder/ifa-overview-provisions.pdf> (Last entry February 28, 2011)

- disclose publicly (i.e. via online/CSR Report) the names and locations of the active contracted factories¹⁵² (Supply Chain) that produced its products (See point 3.6.2.2.3) and, finally,
- design a common agenda to deal with needful issues to develop *mature industrial relations* among all stakeholders involved and affected by the International Buyers business models in LDC, such as Bangladesh.

3.6.2.2.2. THE FIRST META PURPOSE GOAL SHARED BY ITGLWF AND INDITEX: THE INTERNATIONAL FRAMEWORK AGREEMENT (IFA)

While both INDITEX' s and Carrefour's¹⁵³ CSR strategies included signing *IFA* with global Trade Union organisations to promote and advocate Workers' Rights across their respective Supply and Retail Chains, their strategies differed greatly in practice.

Thus, after the approval of the Internal and External Manufacturers and Suppliers Codes of Conduct, one of the main priorities of the of the INDITEX' s most representative Trade Union (FITEQA-CCOO) was the signal of an *International Framework Agreement* (hereinafter *IFA*) with the aim of supersede the existing actual environment where *IFA* on employment standards had been mediated via the Headquarters Trade Unions, the demise of Trade Unions in the buying countries in the garment sector meant that on the face of it there were few points of access (Miller¹⁵⁴, 2008).

Previously, the ITGLWF made an extensive effort to build company networks inside several large, multinational companies. This was, in part, to build support from the bottom up for the mentioned *IFA*.

The effort did not yield many direct results for several reasons:

- the changing nature of production with shifts to countries without free Trade Unions, particularly China;
- the continuing process of production by subcontractors and
- was the difficulty of workers in particular sites to understand and relate to situations of workers elsewhere in the company¹⁵⁵.

With this aim, and after the approval of INDITEX' s CSR strategy by its Corporate Board (February 2001), FITEQA-CCOO concentrated all its efforts in participating in the process of implementing the Code of Conduct of External Manufacturers and Suppliers within the INDITEX' s Supply Chain, such as it was revealed in the Declaration of Intentions included in the Introductory Chapter of its first *IFA* Draft between both organizations:

"... by virtue of their mutual interests and social goals, INDITEX and FITEQA-CCOO deem it convenient to establish a collaboration framework to contribute to the implantation and development of a Corporate Social Responsibility policy at INDITEX Group, while promoting Justice and fundamental Human, Social and Trade Union Rights..." (Draft Fiteqa-CCOO Agreement, 2002: 2) (See Appendix 8)

¹⁵² At the time this Thesis was submitted, INDITEX had yet to submit a list of the factories engaged in its Supply Chain.

¹⁵³ See Table 3.14. above.

¹⁵⁴ Ibid.

¹⁵⁵ http://www.global-unions.org/IMG/pdf/9.6_ITGLWF.pdf (Last entry February 28, 2011)

However, although this first *IFA* Draft (2002) was not signed by INDITEX and FITEQA-CCOO, the experience developed among them paved the process of *accumulating Trust* (Social Capital) between INDITEX and these two key stakeholders¹⁵⁶ (FITEQA- CCOO and ITGLWF)

This also facilitated the resolution of the Spectrum *Disaster* from a *relational* and multi-stakeholder perspective and allowed for the celebration of two *IFA* –one between ITGLWF and INDITEX (A Coruña, 2008) (See Appendix 9) and another one between UNI and INDITEX (Dublin, 2009) (See Appendix 10) with an specific *relational intention*, turning these *secondary* stakeholders into *strategic stakeholders* involved in the implementation of INDITEX' s Code of Conduct in its Supply and Retail Chains, respectively.

Thus, through this first *IFA*, INDITEX recognised ITGLWF as its global Trade Union counterpart for workers employed in the production of textiles, garments and footwear. Both were committed to collaborating to ensure the sustainable and long-term compliance with all International Labour Standards throughout the INDITEX' s Supply Chain¹⁵⁷.

As mentioned earlier, this *IFA* was the first of its kind to cover a retail Supply Chain and because it provided workers with the mechanisms to monitor and enforce:

- their Rights at work;
- the Right of workers to unionize and, finally,
- to bargain collectively with their employer at the heart of efforts to secure sustainable compliance to key Labour Standards by Suppliers to INDITEX¹⁵⁸.

INDITEX' s Code of Conduct for External Manufacturers and Suppliers underpinned the Agreement which outlaws *Forced Labour, Child Labour, Discrimination and Harsh and Inhumane Treatment* throughout the INDITEX' s Supply Chain.

It provided among others for:

- the payment of a *living wage* for a standard work week; (ii) limitations on working hours, healthy and safe workplaces; (ii) regular employment and environmental awareness.
- the terms of the *IFA* will apply equally to direct Suppliers, Contractors and Sub-contractors including *home workers*;
- no *subcontracting activities* will be allowed without the prior written consent of INDITEX and its Suppliers allowed to subcontract will be responsible for subcontractor compliance;
- recognizing the role of organized labour and collective bargaining, INDITEX and ITGLWF will keep constantly under review developments in this area in the INDITEX' s Supply Chain and will cooperate in finding solutions where problems are detected, including collaborating on training programs for the managements and workers concerned and, finally,

¹⁵⁶ Secondary stakeholders because of their reduced involvement in implantation processes for INDITEX' s Internal Code of Conduct and Code of Conduct for Outsourcing Manufacturers throughout its supply chain.

¹⁵⁷ <http://www.etuf-tcl.org/index.php?s=3&rs=home&uid=294&lg=en> (accessed on February 28, 2011)

¹⁵⁸ <http://www.etuf-tcl.org/index.php?s=3&rs=home&uid=294&lg=en> (accessed on February 28, 2011)

- to facilitate this ongoing review INDITEX will provide the ITGLWF with relevant information on its Supply Chain and both INDITEX and the ITGLWF will jointly develop training policies and programs to drive compliance.

In this context and focused in INDITEX's Retail Chain (more than 5,000 shops around the world), the Introduction to the IFA signed between UNI and INDITEX¹⁵⁹ clearly stated that:

"...INDITEX and UNI declare their common interest in the growth and sustainability of the Company and in the development of best practices in the area of industrial relations. They accept internationally recognized conventions on human and trade unions rights within the framework of a sustainable social development model..."

INDITEX and UNI will work together in pursuit of this share objective. To this end, effective channels of communication will be developed in order to maintain an on-going dialogue and to further the above-mentioned common objectives, adopting whatever measures may be needed to achieve this.

INDITEX and UNI will thus establish a cooperation framework which contribute to the effective implementation of fundamental labour rights and decent work in the Groups' commercial and distribution network, for the purposes of which they agree to sign the present global framework agreement..." (INDITEX-UNI Agreement, 2009: 1-2¹⁶⁰)

Conversely, the Carrefour CSR strategy related to IFA was limited to its shop workers throughout the company's Global Retail Chain and its was materialized in the IFA subscribed between Carrefour and UNI (Global Trade Union for Commerce Workers)

As a result, all those activities related with the promotion of Workers Rights within its Global Supply Chain should be managed under NGOs perspective without any Trade Union orientation, using as a global framework the IFA subscribed between Carrefour (1997) and the *Federation Internationale des Droits Humaines*¹⁶¹ (FIDH), responsible of:

- monitoring the process to respect Workers' Rights at factory level;
- collaborating in developing its Carrefour's *Supplier Charter*¹⁶² and, finally,
- setting up a partnership to monitor jointly through *INFANS*¹⁶³ the mentioned Code of Conduct im-

159 http://comercio.chtjugo.net/archivos/elementos/2010/uni_inditex_acuerdo_global_300909.pdf (Last entry February 28, 2011)

160 H&M had signed a similar agreement with UNI in 2004.
<http://www.ilo.org/public/english/dialogue/ifpdial/downloads/xborder/ifa-overview-provisions.pdf> (Last entry February 28, 2011)

161 <http://www.fidh.org/spip.php?rubrique919> (Last entry February 1st, 2011)

162 The Supplier Charter states that: Carrefour commits to work with suppliers whilst respecting the following fundamental Principles:

- To immediately eradicate slavery, servitude for debt and the use of forced or compulsory labour and to no longer use this in any form whatsoever.
- To immediately eradicate slavery, servitude for debt and the use of forced or compulsory labour and to no longer use this in any form whatsoever.
- Not to employ or make children work who are under the age of 15 for production, manufacturing and assembling tasks.
- To ensure workers have the right to organise themselves freely into unions and be presented by organisations of their choice so as to carry out collective bargaining.
- To give workers remuneration which satisfies their basic needs and those of the members of their family who are directly dependent on them.
- To guarantee workers working conditions particularly with regard to the duration of working hours, enabling us to ensure their health, their safety and their moral integrity.
- To respect equal opportunities in terms of recruitment and remuneration by not practicing any discrimination based on ethnic groups, colour, gender, political or religious convictions, belonging to a union or a specific social environment, to respect cultural diversity.

163 The Carrefour Group is committed to developing long-term relationships with its suppliers and subcontractors. To ensure that its suppliers respect basic rights, the Carrefour group decided back in 1997, at a time when NGO/corporate partnerships were relatively uncommon, to rely on the expertise of the FIDH. This international non-governmental organization currently includes 141 organizations defending Human rights around the world. In 2000, this cooperation gave rise to the adoption of a Social Charter and the creation of the INFANS association (governed by the Law of 1901), which provides a framework for joint work.
<http://www.carrefour.com/docroot/groupe/C4com/Commerce%20responsable/Espace%20ISR/Responsabilite%20sociale/SOCIAL%20RESPONSIBILITY-%20SUPPLI->

plementation process.

This would eventually prevent the development of a *relational*, multi-stakeholder strategy to solve the crisis that unfolded as a result of the Spectrum *Disaster*, engaging Carrefour and social agents (Trade Union organisations) present on site when the tragic event took place in April 2005.

3.6.2.2.3. THE SECOND *META PURPOSE GOAL* BETWEEN INDITEX AND ITGLWF: DISCLOSING FULL DETAILS OF INDITEX' S SUPPLY CHAIN

After forging an agreement with Nike, Inc., ITGLWF and other International Civil Society representatives, the second *meta-purpose goal* focused on INDITEX' s continued transparency exercise, consistently disclosing their Supply Chain information¹⁶⁴ in its Sustainability Reports, including:

- vendors' legal names;
- their legal addresses and
- number of units produced, among other data.

Table 3.15- Labels found by Trade Unions/CCC Representatives at the Spectrum *Disaster* arena (May 2005)

Label Found ¹	International Buyer	Country
Attention.	Unknown ² .	Unknown.
B&C	Cotton Group.	Belgium.
Concept EB Bluhm	Bluhm Köln GmbH	Unknown.
Fishbone NY	New Yorker.	Germany.
Grandes Superficies de Mexico, S.A. de C. V.	Carrefour Leon ⁵³ .	Mexico.
Zara Kidds	INDITEX.	Spain.
Kirsten Mode	Miro Radici (formerly Steilmann)	Italy.
Le Frog Sport	Neckermann/KarstadtQuelle.	Germany.
Thomas Lloyd	Unknown.	Unknown.
Harvest	New Wave Group.	Sweden.
ViceVersa GR	Unknown.	Unknown.

Source: CCC ¹⁶⁵(2005), Miller, D. ¹⁶⁶ (2010) and the Author.

This approach should help not only to sketch a picture of how a particular International Buyer had been sourcing -thus becoming somewhat of a *fine art*, requiring a combination of knowledge of Company Law and structure, brand awareness, up-to-date information on industry developments, as well as an ability to burrow into a company's website (ITGLWF¹⁶⁷, 2006)- but also to neutralise corporate statements issued by companies that limited their liability when confronted with labels found by CCC and NGLWF representatives at the collapsed factory (detailed on Table 3.16 below)

ERS.pdf (Last entry February 28, 2010)

¹⁶⁴ Since 2000, Nike, Inc. included its "Nike Factories List Collegiate Licensed Apparel" being at the forefront of transparency and disclosure for many years. In 2000, Nike was the first Corporation to respond these demands on transparency.

Its website contains a list of factories that Nike uses to produce collegiate product, but not all factories listed manufacture product for all schools. The information is updated on a quarterly basis to reflect additions, deletions and corrections necessary to maintain its accuracy.
http://www.nikebiz.com/responsibility/workers_and_factories.html#collegiate_factories (Last entry March 1st, 2011).

¹⁶⁵ Ibid.

¹⁶⁶ Ibid.

¹⁶⁷ Also quoted by Miller, D. (2011)

Table 3.16.- Summary of corporate replies regarding outsourcing activities at Spectrum at the time of the Spectrum Disaster.

Company	Comments
Carrefour.	“... Spectrum had supplied a one- off order of 130,000 units in 2004 ⁵⁴ ...”
INDITEX.	“... We outsourced the task of finding a factory to a third party...” “... Spectrum was engaged as a subcontractor without the knowledge and/or consent of the initial subcontractor ⁵⁵ ...”
Scapino.	“...The Company was not an architect, the company could not be held responsible ⁵⁶ .”
KarstadQuelle.	“... The Company had placed a handful of trial orders with Spectrum early in 2004, but had then terminated its business relationship with the Company ⁵⁷ ...”
Other Companies.	“... We had simply requested samples...” or “... Our percentage of production had been insignificant...”

3.6.2.2.4. THE THIRD META-PURPOSE GOAL BETWEEN INDITEX AND ITGLWF: THE SOLUTION REPLICABILITY

At the time of the Spectrum Disaster, the Bangladeshi Legal Bodies that would serve as grounds to calculate compensations for both injured workers and families of those deceased were:

- *The Workmen’s Compensation Act (1923)¹⁶⁸ (WCA¹⁶⁹) (amended in 1987¹⁷⁰) and*
- *The Fatal Accidents Act 1855¹⁷¹ which required that victims’ families sue factory owners and successfully demonstrate negligence on their part.*

A legal framework based on *strict liability* implied receiving compensations¹⁷² for workplace injury or

168 <http://www.vakilno1.com/bareacts/workmenscompensationact/s3.htm> (Last entry February 28, 2011).

169 Amended by:

1980 (BGD-1980-L-47353) Dock Workers’ (Regulation of Employment) Act, 1980 (No. 17 of 1980) [as amended];
 1969 (BGD-1969-R-47352) Industrial Relations Ordinance, 1969 (No. 23 of 1969) [as amended];
 1968 (BGD-1968-L-47351) Companies Profits (Workers’ Participation) Act, 1968 (No. 12 of 1968) [as amended]
 1965 (BGD-1965-L-47346) Factories Act, 1965 (No. 4 of 1965);
 1965 (BGD-1965-L-47348) Employment of Labour (Standing Orders) Act, 1965 (Act No. 8 of 1965);
 1965 (BGD-1965-L-47349) Shops and Establishments Act, 1965 (No. 7 of 1965);
 1962 (BGD-1962-R-47344) Apprenticeship Ordinance, 1962, (No. 56 of 1962) [as amended];
 1961 (BGD-1961-R-47343) Road Transport Workers Ordinance, 1961 (No. 18 of 1961) [consolidated text];
 1961 (BGD-1961-R-47342) Minimum Wages Ordinance, 1961 (No. 39 of 1961);
 1960 (BGD-1960-R-47341) Coal Mines (Fixation of Rates of Wages) Ordinance, 1960 (No. 39 of 1960);
 1959-04-15 (BGD-1959-R-59492) The Plantation Employees Provident Fund Ordinance, 1959 (Ordinance No. 31 of 1959);
 1951 (BGD-1951-L-47338) Employment (Record of Services) Act, 1951 (No. 19 of 1951) [as amended];
 1950 (BGD-1950-L-47337) Maternity Benefit (Tea Estates) Act, 1950;
 1941-11-26 (BGD-1941-L-59486) The Mines Maternity Benefit Act, 1941 (Act No. 19 of 1941);
 1939 (BGD-1939-L-47335) Maternity Benefit Act, 1939 (Bengal Act No. 4 of 1939) [as amended];
 1938 (BGD-1938-L-47333) Employers’ Liability Act, 1938 (No. 20 of 1938);
 1938 (BGD-1938-L-47334) Employment of Children Act 1938 (No. 26 of 1938) [as amended to 1974];
 1936 (BGD-1936-L-47332) Payment of Wages Act, 1936 (No. 4 of 1936) [as amended];
 1935-03-21 (BGD-1935-L-59484) The Workmen’s Protection Act, 1934 (Bengal Act No. 6 of 1935);
 1934 (BGD-1934-L-47331) Dock Labourers Act, 1934 (No. 19 of 1934) [as amended];
 1933 (BGD-1933-L-47330) Children (Pledging of Labour) Act, 1933 (No. 11 of 1933);
 1923 (BGD-1923-L-47329) Workmen’s Compensation Act, 1923 (No. 8 of 1923) (as amended);

170 Published in Bangladesh Gazette, Extraordinary, dated 1st August, 1987;
<http://www.sai.uni-heidelberg.de/workgroups/bdlaw/1987-a33.htm> (Last entry February 28, 2011)

171 The “Indian Fatal Accidents Act, 1855” [ACT No.13 OF 1855] in its Introduction stated that:
 “... An Act to provide compensation to families for loss occasioned by the death of person caused by actionable wrong. WHEREAS no action or suit is now maintainable in any Court against a person who, by his wrongful act, neglect or default, may have caused the death of another person, and it is often-times right and expedient that the wrong-doer in such case should be answerable in damages for the injury so caused by him...”

172 Section 4 of the WCA specified compensation amounts:
 (1) Subject to the provisions of this Act, the amount of compensation shall be as follows, namely :- (a) where death results an amount equal to fifty from the injury cent of the monthly wages of the deceased workman multiplied by the relevant factor; or an amount of fifty thousand rupees, whichever is more; (b) where permanent total an amount equal to disablement results from sixty the injury per cent of the monthly wages of the injured workman multiplied by the relevant factor, or an amount of sixty thousand rupees, whichever is more; (c) where permanent partial disablement results from the injury (i) in the case of an injury specified in Part II of Schedule I, such percentage of the compensation which would have been payable in the case of permanent total disablement as is specified therein as being the percentage of the loss of earning capacity caused by that injury, and (ii) in the case of an injury not specified in Schedule I, such percentage of the compensation payable in the case of permanent total disablement as is proportionate to the loss of earning capacity (as assessed by the qualified medical practitioner) permanently caused by the injury; (d) Where temporary a half monthly payment of the sum disablement, whether equivalent to twenty-five per cent of total or partial, results monthly wages of the workman, to from the injury be paid in accordance with the provisions of sub-section (2).
 (1A) Notwithstanding anything contained in sub-section (1), while fixing the amount of compensation payable to a workman in respect of an accident occurred outside India, the Commissioner shall take into account the amount of compensation, if any, awarded to such workman in accordance with the law of the country in which the accident occurred and shall reduce the amount fixed by him by the amount of compensation awarded to the workman in accordance with the law of that country.
 (2) The half-monthly payment referred to in clause (d) of sub-section (1) shall be payable on the sixteenth day - (i) from the date of disablement where such disablement

death, irrespective of any wrongdoing on the part of the employer/owner.

Once again, this complex and negative scenario hindered the process, as presenting legal claims for damages suffered at the workplace implied:

- incurring legal costs that injured workers and victims' families were unable to afford;
- more delays, and, finally,
- no guarantee of success.

Thus, ITGLWF's third *meta-purpose goal* was, since the onset, to design an approach accepted by all stakeholders involved (i.e. Bangladeshi Government, Spectrum owner, the BGMEA and International Buyers) and, as such, *relational* in nature, that would enable them to establish a voluntary Scheme – the *solution* – (in the short term) and, in the long run, to push for something much more fundamental:

“... a replicable intervention model to calculate future fair and ethical indemnities to mitigate the negative consequences of any accident in countries characterized with a lack of instruments to compensate victims and their relatives¹⁷³...”

3.6.2.2.5. THE FOURTH META PURPOSE GOAL BETWEEN INDITEX AND ITGLWF: OTHER STRUCTURAL CHANGES

Kearney (ITGLWF) pursued a fourth *meta-purpose goal* in the complex *labour*¹⁷⁴ scenario that surrounded the Spectrum *Disaster*, engaging leading social actors (BGMEA and local Trade Unions) in a multilevel dialogue process that would address the following agenda to build *mature industrial relations*, paving the way to deal with profound, structural issues, like a minimum wage increase for the RMG Industry:

lasts for a period of twenty-eight days or more; or (ii) after the expiry of a waiting period of three days from the date of disablement where such disablement lasts for a period of less than twenty-eight days; and thereafter half-monthly during the disablement or during a period of five years, whichever period is shorter:

Provided that - (a) there shall be deducted from any lump sum or half-monthly payments to which the workman is entitled the amount of any payment or allowance which the workman has received from the employer by way of compensation during the period of disablement prior to the receipt of such lump sum or of the first half-monthly payment, as the case may be; and (b) no half-monthly payment shall in any case exceed the amount, if any, by which half the amount of the monthly wages of the workman before the accident exceeds half the amount of such wages which he is earning after the accident.

(3) On the ceasing of the disablement before the date on which any half-monthly payment falls due, there shall be payable in respect of that half-month a sum proportionate to the duration of the disablement in that half-month.

(4) If the injury of the workman results in his death, the employer shall, in addition to the compensation under sub-section (1), deposit with the Commissioner a sum of one thousand rupees for payment of the same to the eldest surviving dependant of the workman towards the expenditure of the funeral of such workman or where the workman did not have a dependant or was not living with his dependant at the time of his death to the person who actually incurred such expenditure.

173 INDITEX/ ITGLWF 2005 Project Spectrum – Voluntary Indemnity Payments Scheme. A Coruña/Brussels INDITEX/ ITGLWF First Draft 19 October. Internal Document.

174 Bangladesh is a member of the International Labour Organization (ILO) and has ratified seven of the eight conventions considered to constitute the Core Labour Standards (CLS) as specified in the Fundamental Declaration on Principles and Rights at Work. These include the Forced Labour Convention (C. 29), and Conventions on Freedom of Association and Protection of the Right to Organize (C. 87), the Right to Organize and Collective Bargaining (C. 98), Equal Remuneration (C. 100), the Abolition of Forced Labour (C. 105), Discrimination (C. 111), and the Worst Forms of Child Labour Convention (C. 182)

However, Bangladesh has *not* ratified the Convention on Minimum Age (Child Labour) (C. 138).

Nevertheless, the Fundamental Declaration provides that all members of the ILO are, regardless of the status of their ratifications, bound to promote the fundamental conventions. Therefore, Bangladesh is bound to promote and implement the requirements of the Minimum Age Convention, and is subject to the ILO's supervisory and reporting mechanisms with respect to that convention, as well as the other Core Labour Standards.

http://glasai.com/documents/Bangladesh%20Labor%20Assessment%20FINAL_new%20intro.pdf (Page 14)

Table 3.17.- The Trade Union scenario.

Finding.	Description.	Macro/ industrial Consequences.	Micro/ Spectrum Crisis Consequences.
Lack of implementation of the main ILO Conventions needful to develop "mature industrial relations" within the factories which comprise the International Buyers' "Supply Chains".	<ul style="list-style-type: none"> The refusal of factory owners in International Buyers' Supply Chains to accept ILO Conventions 87⁵⁸, 135⁵⁹ and 98⁶⁰ respectively, with the Government's complicity (Miller⁶¹, D. 2010) 	<ul style="list-style-type: none"> Poorly developed "trade union fabrics" in the production facilities; involved in International Buyers' Supply Chains (less than 3% in the RMG⁶²) 	<ul style="list-style-type: none"> No ITGLWF affiliates (BNC)¹³¹ had affiliated workers in Spectrum's factory at the time of the <i>Disaster</i>. As a result, it was impossible to obtain key information for a sustainable crisis solution, such as (i) workers' census; (ii) outstanding wages; (iii) overtime calculations; (iv) list of beneficiaries for deceased workers, and (v) relief support for injured workers, among others.
Political Influence.	<ul style="list-style-type: none"> Local Trade Unions and political parties are closely affiliated both financially and through networks. 	<ul style="list-style-type: none"> They were driven by political leaders of various political parties as a consequence of major party fragmentation and the ruling party's trade confederation usually has the most affiliated trade unions..." (Miller, D. 2010)⁶³ 	Trade unions fragmented into three groups: <ul style="list-style-type: none"> Trade Unions affiliated to ITGLWF (i.e. BNC); Trade Unions not affiliated to ITGLWF and linked to International NGOs (CCC), such as NGWF, and, finally, Independent NGOs: (i) <i>Bangladesh Independent Garment Workers Federation</i> (BIGUF); (ii) the <i>Solidarity Centre</i> and (iii) the <i>United Garment Workers Federation</i> (UGWF)⁶⁴
Lack of representative of women workers.	Female workers are unable to exercise and are often unaware of their collective rights.	The lack of female Trade Unions representatives and their lack of organizing is due in part to the following factors: <ul style="list-style-type: none"> very few of the female workers are aware of the procedures regarding the formation of Trade Unions; even if they know the procedures, they are worried about possible harassment from the management and, finally, the abundant supply of women labour for the shrimp plants means that women who participate in such activities can be easily replaced by other women, particularly in the sub-contracted factories⁶⁵. 	Little involvement of female representatives in management processes associated with Scheme interventions. However, NGOs ⁶⁶ representing women were present at all times.

3.6.2.2.6. THE ITGLWF' S FIFTH META-PURPOSE GOAL. ITS SPECIFIC SPECTRUM DEMANDS

The fifth *meta-purpose goal* pursued by ITGLW was clearly stated in Neil Kearney's letter (May 2005) to the CEO of International Buyers whose labels had been found by CCC teams deployed to the *Disaster* site (see Table 3.14).

His letter included, among others, the following demands:

- *to ensure that the survivors as well as the families of those that did receive exemplary compensation, as well as the payment of any outstanding wages or benefits;*
- *to disclose their social audit findings on Spectrum as well as their reasons for failing to uncover the hazards in the factory as well as breaches of their respective Codes of Conduct;*
- *to take urgent measures to examine what measures are necessary to ensure your Code of Conduct is properly implemented throughout your Supply Chain;*
- *to disclose full details of your supply chain so that trade unions and others in civil society can ensure that minimum conditions are being met, and*
- *to undertake a structural review of all their production facilities, with particular attention to multi-storey buildings,*
- *to ensure the buildings are structurally sound, as well as a structural examination of all plant and machinery and evacuation procedures in the same.*¹⁷⁵

ITGLWF's demands matched the ones made by its affiliated trade union organisations in Bangladesh, especially BNC (April (2005) (New Age, 2005), which included:

- compensations to the family of each deceased worker;
- the set up of a national workers' compensation commission;
- factory safety review procedures by an independent investigation commission;
- the immediate trial of the owner and, finally, an authoritative list of workers at the factory.

These demands also supported those presented by members of the so-called *Sromik Nirapotta Forum*¹⁷⁶ (SNF), compiled in its Charter of Concerns, submitted to the BGMEA on April, 25th, 2005 and requesting:

- expedite a prompt and public report by its five member investigation committee into the actual reason for the collapse, the ownership of the land, the legality of the construction and the liability of the owners to compensate the victims;
- take any necessary action, including expulsion, against the owner and managing director;
- to pay appropriate compensation, over and above the promised 100,000 Taka sum to the bereaved

¹⁷⁵ ITGLWF Letter sent by email to CEOs April 28 2005.

¹⁷⁶ The "Sromik Nirapotta Forum", a coalition of 17 rights-based organisations that came together following the collapse of Spectrum Garments Ltd. at Savar in April 2005, filed a public interest litigation (PIL) seeking justice for the victims of work place deaths and injuries resulting from the negligent conduct of the factory owners. (Writ Petition No. 3566 of 2005).

The Forum urged that concerned employers and relevant Government departments be held responsible for enforcement of safety and security measures in garment factories and for proper compensation to affected workers. The High Court issued a Rule Nisi calling upon the respondents to show cause as to why they should not be directed to take necessary actions as required by the law and the Constitution, to effectively investigate, prosecute and punish those responsible for the deaths and injuries of the victims of KTS fire. The Court also issued directives to (a) establish a national committee to monitor compliance of garment factories with applicable laws on fire safety, and make recommendations accordingly; (b) secure payment of adequate compensation to the workers injured in the KTS fire and to the dependents of the deceased; (c) inspect all garment factories in Dhaka, Chittagong and Narayanganj to ensure compliance with fire safety measures; and (d) ensure appropriate protective measures in all garment factories. The Court directed the respondents to submit their reports within three weeks and present accounts of the compensation amount paid to the victims or their dependents.

<http://www.askbd.org/Hr06/Worker.htm> (accessed on March 2, 2011).

families, the short term and long term medical care and hospitalisation costs for those injured (including replacement of limbs) and to re-employ those workers of both Shahriar Fabrics and Spectrum Sweater Industries Ltd., who have lost their jobs due to the building collapse;

- to assess the number of workers who have lost their jobs by obtaining all necessary documents and files from the owner, including placing advertisements in all papers for workers to present their IDs, punch cards or some form of worker identity;
- make available the Association's rules and criteria for membership of the BGMEA;
- *set up a neutral, independent body to monitor the safety policies and procedures of its members' factories and a joint body together with representatives of the "Worker's Safety Forum" to apprehend the accused owner'* (Daily Star¹⁷⁷, 2005)

3.6.2.3. THE GERMAN INTERNATIONAL BUYERS' META PURPOSE GOALS

3.6.2.3.1. KNITTING CONTRADICTORY META PURPOSE GOALS BETWEEN INTERNATIONAL BUYERS

After the Spectrum collapse, CCC launched an awareness campaign targeting all BSCI-associated International Buyers that had outsourced operations with the factory.

As a result:

- KarstadtQuelle was directly approached by both its *Works Council* and German media (i.e. Spiegel magazine¹⁷⁸, among others);
- INDITEX by SETEM¹⁷⁹ in Spain;
- Scapino by CCC Netherlands¹⁸⁰;
- Steilmann¹⁸¹ (by CCC Netherlands) and, finally,
- Cotton Group (by CCC Netherlands), among others.

These moves, combined with Neil Kearney's (ITGLWF) letter to International Buyers' CEO, revealed the lack of a *Trust-Based Environment*¹⁸² among International Civil Society/Trade Union representatives and BSCI that would serve as a basis for the multilevel dialogue process required to formulate a joint, *relational solution* to solve the Spectrum Disaster consequences.

Faced with these pressures, BSCI's Board recommended me to explore an approach to ITGLWF in Brussels (April 2005), building on prior contacts maintained by me and FITEQA-CCOO to draft an *IFA*.

The outcome of these initial, informal meetings held between Neil Kearney (Brussels, April 2005) and

¹⁷⁷ Ibid.

¹⁷⁸ 79 workers were killed when a Bangladeshi garment factory collapsed. The accident occurred on the other side of the world, and would have been instantly forgotten -- had European companies not been using the illegally enlarged plant as a cut-price sweatshop. What price profit? (Cheap Labour in Bangladesh. Blood in the Supply Chain By Nils Klawitter April 2005)

¹⁷⁹ <http://www.elmundo.es/elmundo/2005/04/20/solidaridad/1113993217.html> (Last entry March 1, 2011)

¹⁸⁰ Email from CCC Netherlands to the CCC International Secretariat dated 13.April 2005. Also quoted by Miller, D. (2010)

¹⁸¹ http://www.steilmann.de/en/04_00_presse_artikel.php?show=00013 (Last entry March 2, 2011)

¹⁸² FITTVC's Neil Kearney, who resigned to SAI's Advisory Board as a result of its new association to BSCI, believed that some provisions in BSCI's revised code continue to be imprecise and open to misinterpretation, particularly on whether workers are entitled to receive wages that meet their basic needs (@ RSM, "Memorando sobre Códigos N° 21", February 2007, p. 19. www.es.maquilasolidarity.org/es/node/129).

<http://www.gloobal.net/iepala/gloobal/fichas/ficha.php?id=5100&entidad=Textos&html=1#30> (Last entry March 1, 2011)

I paved the road for a dialogue process connecting ITGLWF to BSCI members involved in the *Disaster*.

These early dialogue efforts eventually led to the *International Buyers' Missions*¹⁸³ carried out in May 2005 –the first tripartite work groups gathering BSCI, International Buyers affected by the Spectrum *Disaster*, and ITGLWF to explore the field in search for a joint (*relational*) *solution* to the crisis.

However, the *actors* involved were unable to fully disguise contradictory *meta-purpose goals* that, year later, would ultimately preclude any joint effort to solve the Spectrum crisis with multi-stakeholder, *relational* approach.

A *stakeholders' meta-purpose goal* that was formally revealed by the first press release issued by the BSCI representative in the first *International Buyers' Mission* upon concluding the first day on the field at the *Disaster* site was:

"... It is legitimate to raise the question to which extent trading companies are obliged to take over the complete responsibility for the living conditions of the workers of their suppliers ..."

"...Hidden faults in construction of facility building which endanger the physical integrity of the workers and which could also lead to respective consequences for the families of the workers cannot be detected in the course of a social audit¹⁸⁴..."

Clearly, this last ITGLWF' s *meta-purpose goal* intended to avoid any moral or legal liability derived from workplace accidents at an LDC for BSCI or any of its members, as would transpire from the statements made by its Secretary General of the Foreign Trade Association - Mr. Jan Eggert - when the third *International Buyers' Mission* (Brussels, April, 2006) was completed:

"... The Business Social Compliance Initiative (BSCI) regrets the tragedy which has killed and injured many people one year ago. Although the control of the construction of a factory building goes beyond the responsibilities of buyers and also the contents of social audits, BSCI members have increased their efforts to improve the situation¹⁸⁵ ..."

In response to this last *meta-purpose goal* announced by BSCI, ITGLWF voiced its own one (Brussels, June 2005) that contradicted the terms expressed by BSCI:

"... I will come to Bangladesh at the end of May and early June with some of the leading European retailers to establish what needs to be done to ensure adequate compensation for the families of the dead and missing and for the injured as well as setting out measures to ensure that such a tragedy cannot happen again.

You will know from the BNC that I have asked for meetings to be arranged with the BGMEA, BKMEA, the Prime Minister, Ministers of Labour, Commerce and Industry. The government need to be made aware that this is a top level delegation representing retailers who purchase nearly 50% of Bangladesh's knit exports. One Belgian importer, the Cotton Group, alone takes 7% of total knit exports. These retailers will be demanding an urgent structural examination of all multi-storied factories as well as details of how the government and industry are going to ensure future compliance

183 Comprised by Maren Boehm (KarstadtQuelle), Pierre Schmitz (Cotton Group), Lorenz Berzau (BSCI), Neil Kearney (ITGLWF), Lakshmi Bhatia (The GAP, Inc. as ETI Representative), Joaquín González (FITEQA-CCOO) and the Author as CSR Global Director of INDITEX.

184 BSCI Press Release Spectrum Factory in Savar, Bangladesh. Brussels June 2nd 2005

185 BSCI 2006 Press Release: European Commerce pushes for improvement of social standards in Bangladesh Press <http://www.bsci-eu.com/index.php?id=2041&PHPSESSID=r710ponhei8g9svq83sn89end3> (accessed on March 1, 2011)

with all international labour standards as well as the labour and other laws of Bangladesh¹⁸⁶...

These contradictions were shown not only by the different *meta-purpose goals* announced by both organisations but also by how BSCI representatives treated victims in the field (Savar, Bangladesh):

"... When I arrived I went first to speak to the workers gathered at the factory. Amin was there and I was accompanied by Anam and others from the BNC. I think Lakshmi of Gap had also travelled with the BNC members. We talked to a number of the more seriously injured, including a couple who had lost limbs – Noor E Alam was one.

My abiding image of the day was Motaleb who had been brought in a rickshaw and appeared like a dead body. He was the one whose flesh had been ripped from his arm and had lost three fingers. He was running a high fever and was literally "as white as a sheet". He had had little treatment other than having the wounds dressed and was obviously in great pain. The buyers had simply walked past him lying there. You can imagine I was then in good humour!

I remember then taking the steps two at a time and confronting the buyers group who appeared as if they were on a routine visit to a factory looking at the production that was still going on.

I said something to the effect "Have you seen what you have done?" demanded to know why they had ignored the injured downstairs and insisted that they go out and talk them. It was at this stage that I decided I needed to take the lead otherwise it would be a bit like a tourist visit or buying trip.

Afterwards we went to the Centre where the families of the dead – maybe 20 or more – and the injured had gathered. We spent some time talking individually to some of those there, taking notes, etc. Then when we were about to be a bit more formal, and tell those gathered why were there, etc. the BSCI part of the group suddenly said they couldn't stay as they had a meeting with officials at the Ministry of Commerce. I don't think that even related to Spectrum.

I was pretty annoyed and said they had an obligation to those who had suffered and had, in many cases, travelled a long way to meet the group. I even suggested that part of their group remain but they couldn't get away fast enough. It was pretty hard. Only the Inditex people and Lakshmi of Gap remained.

We spent a long time there listening as the injured told the meeting what they had experienced and as the families of the dead mourned their loss.

Not all the dead had been identified at that time and a number of fathers and mothers simply brought and held a photo of their sons. It was a very moving and indeed horrible experience being in the midst of tragedy with the relatives of those who had died horribly, crushed to death or slowly killed by dehydration or choking to death from the gases given off by their decomposing dead colleagues and in the presence of those who had cheated death and escaped, often with terrible physical and emotional damage¹⁸⁷....".

3.6.2.4. CONCLUSIONS.

¹⁸⁶ Email from Neil Kearney to Baddrudoza Nizam Sunday, May 22, 2005 8:53 PM.

¹⁸⁷ Email from Neil Kearney to Miller, D. 15.08.09. Also quoted by Miller, D. (2010).

Table 3.13 below provides an individual analysis of *meta-purpose goals* pursued by major *primary* stakeholders present at the *Disaster* site. It also supports two of the earlier hypotheses posited by Garriga¹⁸⁸, E (2009), which served as a basis to develop the first and most critical *solution*-building process stage –identifying key *primary* stakeholders.

Table 3.18.- Summary of meta-purposes goals by primary stakeholder:

	Carrefour.	Kardstadt Quelle.	Cotton Group.	Scapino.	INDITEX.	ITGLW and its Local Trade Union Federated.	Clean Clothes Campaign.	Other Local Civil Society Actors.
Carrefour.		Low.	Low.	Low.	Low.	Low.	Low.	Low.
Kardstadt Quelle.	Low.		BSCI Medium.	BSCI High.	BSCI Medium.	Low.	Low.	Low.
Cotton Group.	Low.	BSCI Medium.		BSCI Medium.	BSCI Medium.	Low.	Low.	Low.
Scapino.	Low.	BSCI High.	BSCI Medium.		BSCI Medium.	Low.	Low.	Low.
INDITEX.	Low.	Medium.	Medium.	Medium.	N/A.	IFA ETI Base Code High.	SETEM Base Code High.	Base Code Development & Agency High.
ITGLW and its Local Trade Union Federated.	Low.	Low.	Low.	Low.	IFA High.	N/A.	High.	High.
Clean Clothes Campaign.	Low.	Low.	Low.	Low.	SETEM High.	High.	N/A.	High.
Other Local Civil Society Actors.	Low.	Low.	Low.	Low.	SETEM Development High.	High.	High.	N/A.

Thus, Table 3.18 leads to the conclusion that the highly intensive interactions (green cells) built by *primary* stakeholders provided the foundations for a suitable environment for *Trust-building processes* required to build a *relational solution* for the Spectrum crisis.

Indeed, Tables 3.18 and 3.19 not only show the important role played by adequately connected *primary* stakeholders before the *Disaster* in this crisis’ management, but also point to the significance of quality, intense relationships as a basis to build common, *meta-purpose goals* to solve this crisis.

Conversely, stakeholders with poor interactions and, as a result, low capability to build “reciprocity ties” (e.g. Carrefour-INDITEX o Carrefour-ITGLWF) were responsible for excluding these primary stakeholders not only during early *solution*-building phases (*Fact Finding Mission*) but also in later stages associated with the formulation of Bangladesh’s *Welfare Act* (2006), as a source of future *relational goods*.

3.6.3. RECIPROCITY NORMS

188 Ibid.

Table 3.19. revealed a scenario with *precarious reciprocity*, with little *Trust accumulation* among *primary* stakeholders present in the Spectrum arena, that conditioned the following corporate behaviours:

Table 3.19.- Summary of Stakeholder interactions prior to the Spectrum Disaster based on “reciprocity”.

	Carrefour.	Kardstadt Quelle.	Cotton Group.	Scapino.	INDITEX.	ITGLW and its Local Trade Union Federated.	Clean Clothes Campaign.	Other Local Civil Society Actors.
Carrefour.		Low.	Low.	Low.	Low.	Low.	Low.	Low.
Kardstadt	Low.		Medium.	High.	Medium.	Low.	Low.	Low.
Cotton	Low.	Medium.		Medium.	Medium.	Low.	Low.	Low.
Scapino.	Low.	High.	Medium.		Medium.	Low.	Low.	Low.
INDITEX.	Low.	Medium.	Medium.	Medium.		High.	High.	High.
IT-GLW and its Local Trade Union Federated.	Low.	Low.	Low.	Low.	High.		High.	High.
Clean	Low.	Low.	Low.	Low.	High.	High.		High.
Other Local Civil Society Actors.	Low.	Low.	Low.	Low.	High.	High.	High.	

a. Low level of reciprocity norms (red shadow)

Red-painted areas in Table 3.19 indicate corporate and organisational attitudes lacking the shared reciprocity norms required to manage a collective crisis intervention *solution*.

In short, this situation empirically summarises Carrefour’s corporate behaviour before the Spectrum Disaster.

- Intensity.- (Low) Noting that this International Buyer did not participate actively in common International Dialogue Platforms (i.e. ETI and/or BSCI);
- Meta-purpose goals (Low). Since the initial moments after the factory collapse, Carrefour chose to pursue an individualistic intervention strategy that excluded not only the other International Buyers stricken by the Disaster’s aftermath but also all other stakeholders present at grassroots level, including BGMEA, Local Trade Unions and Civil Society representatives deeply involved in promoting Human, Labour and Women Rights.

These latter actors were key to guarantee the free use of compensations pledged by the *Friendship Scheme* (See Chapter 4) in a setting characterised by:

- a high rates of VAW;
 - the existence of a legal system that discriminated against victims' Widows and children, and, finally,
 - a limited legal framework to protect Women' Rights.
- Reciprocity norms. The so-called Supply Charter (Carrefour's Code of Conduct) and its corresponding implantation and oversight processes prevented the access of both ITGLWF and its local affiliates.
- b. Medium level of reciprocity norms (yellow shadow)

Yellow-painted areas in Table 3.14 point to moderately intense interactions among stakeholders, complemented by reasonable *meta-purpose goals*. Thus:

- Intensity (Medium).- All International Buyers members of BSCI (all of them except Carrefour) and present at the *Disaster'* s arena had been (i) working together to design its Code of Conduct and its implementation strategy, as well as to promote it internationally and (ii) joining all BSCI board since 2004;
- Meta purpose goals.- BSCI itself had forged *Trust-based relationships* with ITGLWF that featured *low intensity and as result*, none of its associated International Buyers had built shared initiatives with ITGLWF and/or its federated Local Trade Unions to establish *mature industrial relations* in the production facilities involved in their Supply Chains in the *South*;
- German International Buyers. While this group of corporations had built moderate *reciprocity relations* with me at the work groups organised by BSCI (the three *International Buyer Missions* in May and July 2005 and 2006), these *ties* were not intense enough to allow for the development of a shared intervention strategy that would have leveraged the links built by INDITEX to engage other key stakeholders to guarantee the *solution* sustainability, such as ITGWLF and its Local Trade Union (like BNC, BNW and BIGUF, among others).

c. High level of reciprocity norms (green shadow)

INDITEX was the only *node/stakeholder* that had built *Trust-accumulating processes* with Local Bangladeshi Trade Unions affiliated to ITGLWF - especially FITEQA-CCOO- to:

- review INDITEX' s Code of Conduct for Manufacturers and Suppliers;
- jointly design an execution methodology for its social audits (*Tested to Wear*) and
- solve labour conflicts in Morocco.

Consequently, ITGLWF, BNC and NWGF- INDITEX were the organizations which had a reasonable level of *Trust* and *reciprocity* developed and accumulated by these organisations enabled them to carry out the *bilateral transfers* required to collectively design crisis management instruments (i.e., the *Fact*

*Finding Mission*¹⁸⁹, the *Scale*¹⁹⁰ and the *Pension Scheme*¹⁹¹, among others)

3.6.4. THE SOLUTION: A TOOL TO BUILD A RELATIONAL GOOD: THE BANGLADESH WELFARE ACT (2006)

After the Spectrum factory's collapse in April 2005, BSCI's Board called an urgent meeting at its headquarters in Brussels to raise a single voice in order to manage the ensuing crisis.

A number of subsequent meetings held to this end led to the creation of the so-called *International Buyers' Mission*, a team that included BSCI's Secretariat, the International Buyers present at the *Disaster* scene, who were also members of the above-mentioned Board and ITGLWF.

The three *International Buyers' Missions* conducted provided, in themselves, a suitable platform to value the individual behaviour of International Buyers present at the Spectrum Disaster arena to establish whether it contributed to developing a *human society* based on relational models, building ties and relations with all other groups and social actors (Preston¹⁹², 1975; Garage y Melé¹⁹³, 2004) to find a harmonious, sustainable solution to the crisis that followed the tragic Disaster at Spectrum.

a. First "International Buyers' Mission" (May 2005)

While, as noted earlier, contradictory statements were made in reference to the International Buyers Mission members' *meta-purpose goals*, after completing the field work at the Spectrum accident arena, all *International Buyers' Mission* members agreed to:

- set up an office on site to help compile an employee list and details on the dead, missing and injured;
- offer (by me) to secure an independent assessment of appropriate compensation for the victims of the tragedy based on my previous experience gained at PricewaterHouse Consultant in Spain;
- demand for a structural survey of all multi-story garment factories;
- propose for the creation of a *Tripartite Economic and Social Development Committee* to develop and market the industry on the basis of respect for workers' rights, and
- the establishment of a *Trust Fund*¹⁹⁴ for contributions from International Buyers, BGMEA affiliates, BGMEA and BKMEA and the Bangladeshi Ministries.

b. Second International Buyers' Mission

The Second *International Buyers' Mission* visit revealed the first *clashes* between its members' *goals* to contribute to developing a *human society*. In other words, to create jointly a *relational good*.

The first gap – clash - surfaced when local Trade Unions, especially BNC and NGWF, made an urgent demand to mission members for financial support to help Spectrum workers who had been left jobless by the Spectrum *Disaster*.

189 See Chapter 4.

190 See Chapter 4.

191 See Chapter 4.

192 Preston, L. (1975), "Corporation and Society: The Search for a Paradigm," *Journal of Economic Literature*, 13(2): 434 - 454.

193 Garriga, E. y Melé, D. (2004), "Corporate Social Responsibility Theories: Mapping the Territory," *Journal of Business Ethics*, 53: 51-71.

194 Noting the influence of this proposal in the *Bangladesh Welfare Act (2006)*

Only I, as INDITEX representative, responded to their demands. To do that it was designed and financed the first set of Spectrum Projects - *The Spectrum Emergency Relief Scheme* – with the aim to make relief payments to 191 workers (2000 Taka each) at Dhaka’s Press Club de Dhaka (June 2005), before leading representatives from Bangladesh’s Trade Unions.¹⁹⁵

The second crash became evident at a private meeting held at Dhaka’s Davinci Hotel (Dhaka, Bangladesh), when Neil (ITGLWF) and I tried to (i) persuade the other International Buyers in the *Mission* about the need to agree on the basis for compensation calculations –*the Spectrum Pension Scheme*- for workplace accidents in Bangladesh and other regions and (ii) plan to fund that *solution* with a *Spectrum Trust Fund* (see Appendix 6) built with voluntary contributions by International Buyers as well as other Local and International stakeholders;

The mentioned Actuarial Pension Scheme derived from the Spectrum intervention model would be a useful and necessary instrument not only to calculate compensations for beneficiaries,¹⁹⁶ based on categories previously –and *relationally*- defined by all stakeholders involved, but also to manage similar situations in over 88 other countries lacking suitable protection systems (Rosen¹⁹⁷ H., 2005).

c. Third International Buyers Mission

The third clash unfolded between two primary stakeholder groups participating in the International Buyers’ Missions –ITGLW and its affiliated Trade Unions, on one side, and BSCI with the German International Buyers, on the other - emerged as a result of the confrontation of a key strategic issue required to upgrade the *solution* into the *relational good* category –its *replicability*.

In other words, the mentioned Pension Scheme derived from the Spectrum intervention model would be a useful and necessary instrument not only to calculate compensations for beneficiaries,¹⁹⁸ based on categories previously –and *relationally*- defined by all stakeholders involved, but also to manage similar situations in over 88 other countries lacking suitable protection systems (Rosen¹⁹⁹ H., 2005).

Therefore, and I can conclude the justification of this first Thesis Proposition, managing a crisis in a complex Disaster arena implies developing a *relational* intervention approach that engages stakeholders that have built, before the crisis, *recurrent, intense ties, sharing a common goal* regarding the final outcome of the crisis at hand (the ability to replicate this approach elsewhere).

In other words, in this case, it was necessary for three groups of stakeholders -(i) ITGLWF, (ii) its affiliated international and local trade union organisations (FITEQA-CCOO, BNC and NWGF, respectively), and (iii) INDITEX- to have developed, before the accident, recurrent and *multi-lateral Trust –Social Capital-* transfers in order to be able to come together to manage this crisis jointly with a *relational* approach.

195 On June 21, 2005, at Dhaka’s National Press Club and before Roy Ramesh Chandra, General Secretary of the Bangladesh National Council of Textile Garments and Leather Workers (BNC), and Neil Kearney, FITTVC’s Secretary General, INDITEX paid a month’s salary to Spectrum workers as a result of a request made by local trade unions. <http://www.observatoriodeltrabajo.org/ftp/Informe%20Fiteqa%20Bangladesh.pdf> (accessed on March 1, 2011).

196 INDITEX/ITGLWF, 2005 Project Spectrum Voluntary Indemnity Payments Scheme, draft version as of October 19, 2005, p.1. INDITEX’ s Corporate Unpublished Document.

197 Cf. Rosen H. (2005), “Labour Market Adjustment to the Multi-Fibre Arrangement Removal” <http://www.mfa-forum.net/LinkClick.aspx?fileticket=ylduW5WAPZo%3D&tabid=57> (Last entry February 24, 2009)

198 INDITEX/ITGLWF, 2005 Project Spectrum Voluntary Indemnity Payments Scheme, draft version as of October 19, 2005, p.1. INDITEX’ s Corporate Unpublished Document.

199 Cf. Rosen H. (2005), “Labour Market Adjustment to the Multi-Fibre Arrangement Removal” <http://www.mfa-forum.net/LinkClick.aspx?fileticket=ylduW5WAPZo%3D&tabid=57> (Last entry February 24, 2009)

3.7. TABLE FOOTNOTES

- 1 This committee was outlined by the Spectrum Foundation's draft (See Appendix 6) and designed to manage compensation payments to injured Spectrum workers and deceased Spectrum workers' families. This committee was never built after Neil Kearney's death and my resignation as INDITEX's CSR Global Head.
- 13 <http://www.bluhmod.de>
- 14 <http://www.newyorker.de>
- 15 <http://www.inditex.com>
- 16 <http://www.miroradici.de/>
- 17 <http://www.neckermann.de/>
- 18 Clean Clothes Campaign (CCC) is the garment industry's largest alliance of labour unions and non-governmental organizations. This Civil Society campaigner focuses on the improvement of working conditions in the garment and sportswear industries. Formed in the Netherlands in 1989, CCC has campaigns in 14 European countries: Austria, Belgium (North and South), Denmark, Finland, France, Germany, Italy, the Netherlands, Norway, Spain, Sweden, Switzerland, Poland and the United Kingdom. CCC works with a partner network of more than 250 organizations around the world. CCC provides solidarity support in urgent cases of labour and human rights violations. CCC communicates with companies and public authorities, requesting positive intervention and resolution. If companies fail to take adequate steps to resolve problems, CCC mobilizes consumers and activists around the world to take action. CCC has taken up more than 250 cases involving discrimination against union members and officials, unsafe working conditions, withholding of wages and social premiums, violence against workers, and violations of Worker's Human Rights.
http://en.wikipedia.org/wiki/Clean_Clothes_Campaign (Last entry February 11, 2011)
- 19 *Le groupe Carrefour promeut le respect des Droits de l'Homme et des libertés fondamentales. En interne, avec l'accord signé avec l'UNI et l'adhésion au Global Compact en 2001, ou avec le Code de Conduite du Groupe, actualisé en 2007 et qui inclut explicitement l'adhésion et l'engagement du Groupe pour le respect des textes de référence relatifs à la protection des Droits de l'Homme.*
En externe, Carrefour a également la responsabilité de veiller au respect des Droits de l'Homme chez ses fournisseurs de produits contrôlés, Le groupe Carrefour a travaillé en partenariat avec la FIDH (Fédération Internationale des Ligues des Droits de l'Homme) pour élaborer une Charte Sociale accessible en ligne
:<http://www.carrefour.com/cdc/commerce-responsable/nos-demarches-ethiques-et-sociales/le-groupe-et-ses-fournisseurs/> ainsi qu'à un système d'audits. La FIDH collabore actuellement avec Carrefour dans son travail de promotion d'un standard d'audit international dans le cadre de la GSCP (Global Social Compliance Program) du CIES Food Business Forum.
<http://www.carrefour.com/docroot/groupe/C4com/Commerce%20responsable/Espace%20ISR/Responsabilité%20sociale/SOCIAL%20-%20RH.pdf> (last accessed on February 11, 2011)
- 20 *SETEM is a federation of international solidarity NGOs created in 1968 to raise awareness on North-South dissimilarities and their causes, as well as to promote individual and collective social transformations to build a fairer world. SETEM works on:*
- Awareness and education, by means of courses, trips, workshops, publications and campaigns.
 - Fair trade promotion, by means of campaigns, programmes and product sales.
 - Solidarity with Southern organisations, by means of exchange and collaboration programmes.
<http://www.setem.org/> (Last accessed on February 11, 2011).
- 21 INCIDIN Bangladesh is a value based non-hierarchically structured highly dynamic learning organization both in program implementation and in internal process of organizational growth. Strategic thinking, ideological preferences and emphasis of quality outcome are the 'logic' of its organizational growth. It provides space for convergence of potential activists and staff, for self-growth and personal empowerment. The leadership is able to deal with issues that are unconventional (not addressed by NGOs, such as working with sexually abused street children) and issues that are politically challenging (such as peoples' rights in globalization). Aside of professional assignments, the organization entertains solidarity relations with different small and medium size movement oriented networks as well as small size NGOs and Trade Unions.
- The acronym INCIDIN Bangladesh stands for Integrated Community & Industrial Development Initiative in Bangladesh. INCIDIN Bangladesh launched its program in 1995, as a research organization, conducting Participatory Action Research (PAR) with an Adivashi community (Garo ethnic community) in central Bangladesh. At the same year we have undertaken PAR with children known as *Bihari* (the community migrated from Bihar, India, before 1947, and opted for to be citizen of Pakistan, which never accepted them) who are working in weaving trade. This was to understand the impact of the "Harkin's Bill" (against child labour) on the working children in Bangladesh. Around the same time, another PAR was undertaken with the sexually exploited street children of Dhaka City. It is important to mention that in both cases of PAR with children was an unconventional initiative, as the participants were not the target of mainstream NGOs in Bangladesh.
- In later stage, the choice of projects, such as supporting children education and child rights, labour rights and campaign on WTO developed with the participation of the children with whom they were initially working. The program was designed to address the macro structural causes, with the expectation to have impact on policy reform. Therefore, the programs have an emphasis on advocacy component, not only the service delivery support.
- With a stronger emphasis on implementation of programs the organization felt the need to change its constitution and name. 1999 the former name INCIDIN was changed into INCIDIN Bangladesh and the new constitution was approved and registered.
- 22 See Chapter 6.
- 23 See Chapter 6.
- 24 See Chapter 6.
- 25 <http://www.incidinb.org/index.php/about-the-organization/background-of-the-organization> (Last entry February 11, 2011)
Bangladesh Sromik Nirapotta Forum, formed by 15 organizations, to raise some money from people of Bangladesh and rest of the world through an online fund raising drive
- Demands:
- Expedite a prompt report (reason for the collapse, ownership of the land, legality of the construction and the liability of the owners to compensate victims);
 - take necessary actions including the expulsion of the owner and the managing director;
 - pay appropriate compensations over and above of the figures promised (100,000), short and long term medical care and hospitalization and to re-employ to workers;
 - assess number of workers who have lost their jobs;
 - make available the Association's rules and criteria for membership of the BGMEA;
 - set up a neutral body to monitor the safety policies and procedures (Daily Star, 2005g)
- <http://groups.yahoo.com/group/uttorshuri/message/3780?l=1>
- 26 The International Textile, Garment and Leather Workers Federation is a Global Union Federation bringing together 217 affiliated organizations in 110 countries. The aims of the ITGLWF are to:
- draw up policy guidelines on important issues for unions in the sectors and coordinate the activities of affiliates around the world;ç

- act as a clearing house for information of relevance to the daily work of unions in the sector;
- undertake solidarity action in support of unions in the sector whose trade union rights are being denied;
- run a program of education and development aid to assist unions in developing countries in organizing workers and educating their members
- to play an active role in their union;
- lobby intergovernmental organizations and other relevant institutions to ensure that the interests of workers in the sectors are taken into account in decisions made at international level.

<http://www.itglwf.org/lang/en/about.html> (Last entry February 11, 2011)

- 27 *UNI* Global Union provides a voice and a platform for workers at the international level in jobs ranging from the night janitor in your office block to the big-time Hollywood director of your favourite movie. With 20 million workers in 900 unions worldwide UNI fosters international solidarity and provides a voice at the international level for all its members.

UNI is focusing on Global Agreements to achieve power and parity for workers at multinational corporations. In the age of globalization this is more important than ever. The global economy is in crisis and workers are bearing a disproportionate part of the burden. The solution to the crisis must include a global employment strategy that creates sustainable well-paying employment with bargaining Rights. As part of its Organize and Recognize campaign, *UNI* works with its member unions to ensure that union organizing and bargaining rights are enshrined in law. In countries where these laws do not exist, *UNI* is joining the fight to get them on the books. Where these laws do exist, *UNI* works with unions, the International Labour Organization and other groups to sure that they are enforced. *UNI* also works in developing countries to build trade unions where there are none and to offer training and capacity building to its members.

UNI was created on January 1, 2000, by members of The Communications International, FIET (the white collar and services global union), the International Graphical Federation and the Media and Entertainment International.

http://www.uniglobalunion.org/Apps/iportal.nsf/pages/20090122_jh47En (Last entry February 11, 2011)

- 28 *Bangladesh National Council (BNC)* of Textile, Garments and Leather workers is a combined organization of the local workers federation. It is not only a organization for garments workers rather it is an organization for all the working groups of the nation. The organization combined with the garments workers to the shoe workers union. The BNC was combined into a single organization in 1997. From then the organization is working to achieve the demands and facilities the workers should get for their work. The organization take care of problems and prospects of workers. The organization (BNC) has around 15 federations as its affiliates'. All the partners have almost same aims and objectives to achieve the rights and facilities of the workers of Bangladesh. Some of the affiliates of the BNC are as follows:

- *United Federation of Garments Workers;*
- *Bostro Sramik Kollayan Samiti;*
- *Jatiya Garments Workers League and*
- *National Hawkers Union.*

The BNC have almost 1000 industries and more the a few millions workers in the organization and the BNC always works for the workers to get their benefits.

- 29 The *National Garment Workers Federation (NGWF)* was founded in 1984 and it: (i) was an independent Trade Union in Bangladesh; (ii) joined ITGLWF after the Spectrum accident; (iii) was made up of 31 garment factory-based Trade Unions in Bangladesh and, finally, (iv) had 22,655 members.

- 30 *Ibid.*

- 31 The *Ethical Trading Initiative* is a ground-breaking alliance of Companies, Trade Unions and voluntary organizations. "...*We work in partnership to improve the working lives of people across the globe who make or grow consumer goods - everything from tea to T-shirts, from flowers to footballs...*"
<http://www.ethicaltrade.org/> (Last entry February 12, 2011)

- 32 The *ETI Base Code* is founded on the conventions of the International Labour Organization (ILO) and is an internationally recognized code of labour practice.

1. EMPLOYMENT IS FREELY CHOSEN: 1.1 There is no forced, bonded or involuntary prison labour and 1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

2. FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED: 2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively; 2.2 The employer adopts an open attitude towards the activities of trade unions and their organizational activities; 2.3 Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace; 2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

3. WORKING CONDITIONS ARE SAFE AND HYGIENIC: 3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment; 3.2 Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers; 3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided; 3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers and 3.5 The company observing the code shall assign responsibility for health and safety to a senior management representative.

4. CHILD LABOR SHALL NOT BE USED: 4.1 There shall be no new recruitment of child labour; 4.2 Companies shall develop or participate in and contribute to policies and programs which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child; "child" and "child labour" being defined in the appendices; 4.3 Children and young persons under 18 shall not be employed at night or in hazardous conditions; 4.4 These policies and procedures shall conform to the provisions of the relevant ILO standard.

5. LIVING WAGES ARE PAID: 5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income; 5.2 All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid; 5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

6. WORKING HOURS ARE NOT EXCESSIVE: 6.1 Working hours comply with national laws and benchmark industry standards, whichever affords greater protection; 6.2 In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

7. NO DISCRIMINATION IS PRACTICED: 7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

8. REGULAR EMPLOYMENT IS PROVIDED: 8.1 To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice; 8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub- contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

9. NO HARSH OR INHUMANE TREATMENT IS ALLOWED: 9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

- 33 The *MFA Forum* is a not-for-profit, participation-based open network established in early 2004 to address key concerns that were predicted with the end of the Multi-Fibre Arrangement. The Forum works as a collaboration of brands and retailers, trade unions, NGOs and multi-lateral institutions in the textile and garment sector. It aims to improve sustainability while promoting social responsibility and competitiveness in national garment industries that are vulnerable in the post-

Chapter 4. - Methodology

4.1. INTRODUCTION.

The lack of documented experiences and theoretical models in both academic literature and managerial practices to guide the management of crises following workplace accidents in International Buyers' Supply Chains in developing countries forced me to design an ad-hoc methodology based on a gradual Trust-building process among primary and secondary stakeholders present at the Spectrum Disaster arena that shared –directly or indirectly- meta-purpose goals and a common vision for a solution to remedy the dramatic crisis ensuing after the factory collapse in April 2005.

This holistic approach, built as a relational *solution* based on a broad notion of *Social Capital*, was founded on a theoretic basis of complexity, and, as such, it took into account not only external factors commonly included in *Disaster* management approaches, but also internal drivers needed to capture the complex political/constitutional, legal, social, religious and cultural environment that surrounded groups at risk and hindered their ability to protect themselves and to survive a calamity (Chambers¹, 1989).

Thus, employing an innovative approach implied not only managing factory collapse consequences –similar to those of a natural *Disaster*- but also overcoming the common tendency to overemphasise the technical aspects of physical *Hazards*, excluding a wider range of solutions to mitigate *Vulnerability* (Winchester², 1986).

The Thesis approach also drew from Quarantelli³ (1985), who stated that, if *Disaster* management focuses exclusively on the perceived primary cause or origin of *Disasters* (technical aspects), this will inevitably lead to a misunderstanding of post-*Disaster* problems, which, in turn, may have important consequences for *Disaster* victims in the long term –in this case, Spectrum Widows and their daughters.

Thinking of Spectrum *Disaster* as *social* rather than *physical happening* meant that emphasis should come on “internal” rather than “external” factors and, as result, the *Disaster* should be seen as something which can be reacted to as part of ongoing policies and programs of social developments which could reduce societal vulnerabilities in the first place Quarantelli⁴, E. (1986)

Hence, in practical terms, focusing the relational strategy proposed by the Thesis on the *Vulnerability* concept also implied to: (i) engage both *primary* and *secondary* stakeholders in an interactive *solution* to manage the Spectrum *Disaster* consequences, and (ii) to design the *solution* -the *Spectrum Voluntary Relief Scheme* - as a result of a process that involved two factors: *Hazard* and *Vulnerability*.

Disaster = Hazard x Vulnerability

Where

Spectrum Voluntary Relief Scheme = {Hazard} x {Vulnerability}

And also where,

1 Chambers, R. (1989) Vulnerability, coping and policy, IDS Bulletin 20. Institute of Development Studies. Sussex.

2 Winchester, P. (1986) Vulnerability and Recovery in Hazard Prone Areas. Paper presented to the Middle East and Regional Conference on Earthen and Low Strength Masonry Buildings in Seismic Areas: Middle East Technical University. Ankara Turkey.

3 Quarantelli, E. (1985) An assessment of conflicting views on mental health: the consequences of traumatic events. In Figley, C (ed.) Trauma and its wake. Brunner/ Mazel. New York. Pp 182-220.

4 Quarantelli, E. (1986) Planning and Management for the prevention and mitigation of natural disasters, specially in metropolitan concepts: Initial questions and issues which need to be addressed Planning for Crisis Relief International Seminar; United Center for Regional Development. Nagoya.

- **{Hazard}**, according to Lewis⁵, J. (1999: 10), has to be identified, specific and of a given magnitude. Thus, it accounted for the equation component that allowed for actuarial compensation calculations, based on income losses Spectrum injured workers or for the deceased's families while,
- **{Vulnerability}** should be understood as the degree of susceptibility to a *Hazard* (van Essche⁶,L. 1986), being an accetive and aggreative variable.

Thus, this second construct of the model proposed by the Thesis - **{Vulnerability}** - had to do with *susceptibilities* resulting from ageing, weakening, limited options, economic and social level, degree of integration and access to resources and services and the reason why these either are or are not possible (Pelanda⁷, 1981).

Interrelated and component factors - *susceptibilities* – which have a bearing upon:

- which activities are undertaken within the community and by whom;
- to what degree they impinge upon socio-economic vulnerability and for whom and, finally,
- what options there are for change and modification (Lewis⁸, J. 1999)

Finally, this second construct - **{Vulnerability}** - stands for the factor responsible for capturing the effect of family, cultural or religious susceptibilities that would later curtail the ability of groups at greater exclusion risk (Spectrum Widows and their daughters) to freely dispose of their compensations as they saw fit. I have characterised these susceptibilities as the three *Ps*:

- *P₁*, *Patrilineal Kinship*;
- *P₂*, *Para*;
- *P₃*, *Purdah* (see Sub-Chapter 4.5).

The final outcome derived from the mentioned equation intervention model proposed by the Thesis was an *aggregate state of affairs* which combined:

- the *present value of a pension* based on injured/deceased workers' *lost earnings*, and
- corrected by the following two factors:
 - First, a negative factor, capturing the influence of these vulnerable groups' complex reality, which effectively conditioned their free disposition of compensations, and
 - Second, a positive factor to capture the *recovery* ability of those most vulnerable groups the Spectrum *Disaster* depending upon their capacities (Widows' capacities) to continue to survive and their condition before the catastrophe happened. Noting that the condition prevail-

5 Lewis, J. (1999) Development in Dissaster-prone Places. Studies of Vulnerability. Intermediate Technological Publications. London. pp 10

6 van Essche, L.(1986) Planning and Management of Disaster Risks in Urban and Metropolitan Regions International Seminar on Regional Development for Disaster Prevention UNDR0 Geneva.

7 Pelanda, C. (1981) Disaster and sociosystemic vulnerability. The social and economic aspects of eathquakes and planning to mitigate their effects. Third International Conference. Bled. Yugoslavia

8 Lewis, J. (1999) Development in Dissaster-prone Places. Studies of Vulnerability. Intermediate Technological Publications. London. pp 14-15.

ing before a *Disaster* of a person community or society is of crucial significance to the degree of loss damage or destruction sustained and to the *capacity* to recover afterwards (Haas⁹ *et al*, 1977)

Based on that, and following the so-called *Hyogo*¹⁰ *Framework for Disaster Reduction* launched in 2005, I had to adjust –once again- the Thesis earlier model, expanding into a new one that added *capacity*, in terms of abilities, access and rights, especially those linked to “protective capabilities” (one of the five capabilities identified by clearly identified by the Development Assistance Committee (DAC) of the Organization for Economic Cooperation and Development¹¹ (Economic, Human, Political, Socio-cultural and Protective Capabilities)(OECD-DAC¹² (2001)) as a key element to reduce *Disaster* consequences derived from the factory collapse

**Disaster = {*Hazard*} x {*Vulnerability*}/
{*Capacity*}**

In short, this third construct – {*Capacity*} - enabled me to explore the three following questions:

- ***How will Spectrum Widows stay alive?***
- ***How will survival be transformed into recovery?***
- ***What socio-economic inputs are required to facilitate their self-reliance and sustainable recovery?***

Furthermore, measuring their *survival*, *rehabilitation* and *recovery* potential helped me gain a better understanding of the dynamics of *Vulnerability* accretion and therefore, in such way that provision for social vulnerable groups were perceived as equitable, especially in those issues related to *gender relations* in Bangladesh manifested in the Law in several key areas, particularly Labour, Criminal and Personal Laws, which governs legal capacity, Rights and Obligations in Marriage, Guardianship and Inheritance. In some instances, following Hasan¹³, F. R., women’s inferior status results from formal legislation, but it can also result from prejudicial social practices not challenged by Law.

Additionally, this third construct / {*Capacity*} - enabled me to:

- study the extent to which people, institutions and life support systems can *cope* with adversity (Collins¹⁴, E. A, 2004: 103), construing “*coping*” as: “...*the ability to absorb impacts by guarding*

9 Haas, J.E.; Kates, R. W.; Bowden, M.J. (1977) *Reconstruction following Disaster*. The MIT Press.

10 The Hyogo Framework for Action (HFA) is the first plan to explain, describe and detail the work that is required from all different sectors and actors to reduce disaster losses. It was developed and agreed on with the many partners needed to reduce disaster risk - governments, international agencies, disaster experts and many others - bringing them into a common system of coordination. The HFA outlines five priorities for action, and offers guiding principles and practical means for achieving disaster resilience. Its goal is to substantially reduce disaster losses by 2015 by building the resilience of nations and communities to disasters. This means reducing loss of lives and social, economic, and environmental assets when hazards strike.

<http://www.unisdr.org/we/coordinate/hfa> (Last access February 2, 2012)

11 Economic capabilities.- As the capacity and right to earn an income, consume and have assets. They are key to food security, material wellbeing and social status, and may include those assets associated with decent employment, land, implements and animals, forest and fishing waters.

- **Human capabilities.-** Based on health, education, nutrition, clean water and shelter;
- **Political capabilities.-** Mainly, human rights, representation and influence over public policies and priorities.
- **Socio-cultural capabilities.-** Those related to the ability to participate as a valued member of a community. They include social status, dignity and the ability to be included.
- **Protective capabilities.-** Those that enable to withstand economic and external shocks to be resilient when confronted with external stress. Insecurity and vulnerability work together as focal aspects of poverty.

Source: adapted by Collins, E. C (2011) from OECD-DAC (2001)

12 OECD-DAC (2001) *Poverty Reduction: DAC Guidelines*. Paris: OECD-DAC

13 Hasan, F.R. *Study of Possible Reforms in the Existing Muslim Family Law & Procedure*. Printing Network. Bangladesh National Lawyer’s Association (BNLA) Dhaka. pp 4

14 Ibid.

against or adapting to them...” (UNEP¹⁵ 2002: 246), or “... this involves managing resources both in normal times as well as during the crisis or adverse conditions. The strengthening of coping capacities usually builds resilience to withstand the effects of natural and human – induced hazards...” (UNISDR¹⁶: 340).

- look at the *Vulnerability* that characterises groups at greater social exclusion risk and its consequences from two perspectives:
 - *Survival* and
 - *Post-survival* (Lewis,¹⁷ J. ;1987)

The former – *Survival* - related to the initial impact of Spectrum *Disaster*, while *Post- survival* was conditioned by local *susceptibilities*, notably:

- The existence of obsolete legal mechanisms that dated back to the British *Raj* to calculate compensations for wounded workers and fatal victims’ relatives, and
- the presence of an “*anti-law system*” to project women’ rights (Fortman¹⁸, 1990: 242) in which customary laws prevailing in Bangladesh are the most telling examples of political, legal, economic and social exclusion and oppression, although gender oppression is not confined to customary law. In the case of inheritance laws, a Muslim woman is entitled to one half of what her brother inherits, while Hindu women are not entitled to inherit their paternal property (Hasan¹⁹, R.F.).

To address these issues and in light of the above-mentioned lack of similar, documented experiences both in Academia and in business practices, I designed –jointly with *primary* and *secondary* stakeholders present at the Spectrum *Disaster* arena- the following methodological developments:

- First, **THE SPECTRUM ACTUARIAL MODEL**, an initial *relational solution*, designed jointly by *primary* stakeholders and I, to resolve the absence of a generally accepted insurance methods (Local Insurance Best Practices) in Bangladesh to assess effects/damages arising from labour *Accidents/ Disasters* in the workplace.

This lack of insurance methods meant that it was necessary for me to study different alternatives within the International Insurance Practice (The *Scale*²⁰) and which while not referring specifically to the insurance industry in Bangladesh, could allow the injuries of the Spectrum injured workers to be quantified in a (i) practical, (ii) expedite and (iii) easy way.

For this reason, I selected a framework – *the Scale*²¹ - that has been widely adopted in the Best Insurance Practices, specially in Spain, to calculate personal damages derived from workplace accidents, adjusting it to suit Spectrum *Disaster* specificities, based on the experience built by Spain’s

15 UNPD (2002) Human Development Report 2002. Oxford. Oxford University Press.

16

17 Lewis, J. (1987) Development in Earthquake Areas and the Management of Vulnerability. Paper delivered at the Annual Colloquium of Research in Progress Housing and Physical Development Overseas. University of Newcastle.

18 Fortman, B.G. (1993) Rights and Entitlement. Netherlands.

19 Hasan, F.R. Study of Possible Reforms in the Existing Muslim Family Law & Procedure. Printing Network. Bangladesh National Lawyer’ s Association (BNLA) Dhaka. pp 4

20 On 23 October, the Diario da República published the “Tabela Indicativa para la valiação da Incapacidade em Direito Civil” (Indicative Table for the assessment of Incapacity in Civil Law) (Decree no. 352/2007). This is a medical table, inspired by the “European Scale” and which is used to value psycho-physical damages using a points system. The Recitals justifies the creation of the aforesaid Table by the need to offer an equal valuation of the loss of capacity for daily life and in the gradual trend towards the creation of systems for the valuation of corporal damages in civil law which is taking place in the legislations of different countries (Spain, Italy.). The Table contains rules of general use which are suspended in the event of multiple effects, allowing the application by analogy of the tables to cases which are not included therein.

21

insurance industry with the local *Spanish Traffic Accidents Law*²² and

- Second, **THE SPECTRUM VULNERABILITY ASSESSMENT MODEL**, a second *solution* under the *Spectrum Voluntary Relief Scheme* umbrella, needful to assess the protective legal structure of those most vulnerable groups (Spectrum Widows and their daughters)

The second perspective regarding the mentioned *Vulnerability* issue – *post-survival* – of the construct **{Capacity}** relates to the aftermath and the *capability* of Spectrum's Widows to continue to survive in the longer term for which required to understand their access to the corresponding infrastructure, resources and social services (Finkelievich²³, 1987)

To this end, in accordance to the *relational, Trust-building* strategy of the previously established *solution*, I designed, once again and in collaboration with other *secondary* stakeholders the following methodological construct to assess the Widows' capacities to continue survive in the longer term: **THE SPECTRUM MODEL TO ASSESS SPECTRUM WIDOWS' INDIVIDUAL VULNERABILITY** –also known as the **PURDAH PROJECT**.

These tree innovative methodological constructs were built on the basis of my experience as CSR Director and a broad, *relational* notion of *Social Capital*.

As a result, I was able to initiate a *Vulnerability* reduction process at a workplace site, where *Vulnerability* was a crucial path to *Disaster* reduction and, as such, it should not be focused only upon protection by technology in building construction (e.g., UNCED²⁴, 1993) by in measures more to do with accessibility to social resources, social initiative and participation as dimensions of cultural expressions of traditional knowledge and norms (Lewis²⁵, J. 1999: 146).

In a nutshell, this *solution* was built on an intervention *solution* conditioned by its three constructs – *Hazard, Vulnerability/Capacity*, with, as noted by Cardona²⁶, D.O (2004: 38), *Hazard* and *Vulnerability* mutually conditioning and co-existing situations.

4.2. THE SPECTRUM ACTUARIAL MODEL

As noted earlier, the lack of theoretical and practical precedents needed to:

- mitigate the *pain* from the loss of a loved one;
- provide sufficient financial assistance to the unit of economically dependent persons in the event of the Spectrum injured worker not being able to recover;
- provide sufficient financial assistance to the complex unit of economically dependent persons in the event until the injured person finds an alternative source of income;
- offset any additional expense deriving from subsequent medical treatments arising from damages and/or rehabilitation processes for Spectrum injured workers and, finally,
- restructure the source of economic income of the family unit in the event of the death of the worker of the collapsed factory, forced me to rely on an actuarial model designed *ad hoc* and based on *financial discount modelling of estimated cash flows* related to any beneficiary entitled as

22 Concept defined in the "Annexe On the System for the Assessment of Damages Caused to Persons in Traffic Accidents", of Royal Decree 8/2004, of 29 October, approving the Revised Text of the Civil Liability and Insurance for motorised vehicle circulation Act.

23 Finkelievich, S. (1987) Interactions of social actors in survival strategies; the case of the urban poor in Latin America ifda dossier 59 May/June.

24 UNCED (1993) Report of United Nations Conference on Environment and Development. Rio de Janeiro 1992. United Nations.

25 Lewis, J. (1999) Development in Dissaster-prone Places. Studies of Vulnerability. Intermediate Technological Publications. London. pp 14-15,

26 Cardona, O. D. (2004) The Need for Rethinking the Concepts of Vulnerability and Risk from Holistic Perspective: A Necessary Review and Criticism for Effective Risk Management in Bankoff, G.; Freks, G.; Hihorts, D. (2004) Mapping Vulnerability. Disasters, Development and People. Earthscan (UK) pp 38

an actuarial approach, being to that aim to design the following:

I. Personal data assumptions, based on:

I.a. Injured and deceased workers' independent data gathering process (*The Fact Finding Mission*) at the time of the Spectrum *Disaster*:

- consolidated salaries;
- worker ages and
- beneficiary age.
- Beneficiaries: age and sex and

I. b Independent injured workers assessment: *The Scale* (*Spanish Baremo*)

II. Biometric assumptions, based on:

- *life expectancy at birth* (men and women);
- *mortality tables* adapted to the Bangladesh LCD reality; also adapted;
- an agreed increase of mortality rate for disease (*morbidity*);
- *margins of mortality* in standard tables;
- *life expectancy* at birth and, finally,
- *Mortality Table: GR-95*.

III. Macroeconomic assumptions based on:

- discount rates to apply to indemnity cash flows, and the date of their validity;
- annual inflation rate applied as ascertained from the World Bank's web-site for Bangladesh and, finally,
- other: the minimum wage for the textile sector in Bangladesh;

4.2.1. PERSONAL DATA ASSUMPTIONS

a. Spectrum Injured and deceased workers independent data gathering process (*The Fact Finding Mission and Tripartite Team*)

In the various round tables that which took place in Dhaka (Bangladesh) in the wake of the Spectrum *Disaster* involving the International Buyers, the Employers' Associations (BGMEA, mainly), the Ministries of Commerce and Labour, the local Trade Unions, ITGLWF, local and international Civil Society Organizations, unsuccessful proposals were made for a *Tripartite Economic and Social Development Committee for the Textile and Garment Industries* to be established in line with the *ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy*²⁷.

However, some elements of the mentioned *Tripartite Approach* informed the established of the so-called *Fact Finding Mission* consisting of representatives from the Bangladesh National Coordinating Committee of Trade Union Affiliates to the ITGLWF, BGMEA and local Civil Society Organizations

²⁷ http://www.ilo.org/wcmsp5/groups/public/@ed_emp/@emp_ent/documents/publication/wcms_101234.pdf (Last access December 24, 2011)

(Oxfam and INCIDIN-Bangladesh, mainly)

Their tasks were, among others, to:

- retrieve socio-economic data from the communities in which the deceased were raised for the purposes of determining independently the magnitude of assistance which would be required from the *solution* and
- simultaneously *accumulate* the mentioned *Trust* among all *primary* stakeholders involved.

To do that I organized the first initial meeting to set up a comprehensive team on February 2006 inviting INCIDIN-Bangladesh (Third-Sector and NGO), BNC and ITGLWF (Local and International Trade Unions, respectively), BGMEA (entrepreneur association), with the presence as independent corporate observers, such as the CSR Team of The GAP, Inc²⁸ and also members of *Ethical Trading Initiative*²⁹.

b. The Tripartite Team

Whilst my fundamental purpose of the *Fact Finding Mission* was put together an independent *Tripartite Team* to retrieve data from the villages of the Spectrum deceased workers, Neil Kearney (ITGLWF) and I saw this as a unique opportunity for members of the BNC to develop relations (building *Trust* among the stakeholders) with the BGMEA³⁰ and, following his words:

“... The Fact Finding Mission was INDITEX’ s first major project by CSR it allowed to the CSR Department and ITGLWF to begin to build a mature “Social Dialogue, specifically in those areas related to training³¹ and Conditions of Work and Life, especially those related to Safety and Health³²...”

The *Fact Finding Mission*, as a really example of my first experience in this complex scenario of a *process of accumulate Trust* among all *primary* stakeholders, met all criteria for sustainable partnerships as detailed in the mentioned *ILO Tripartite Declaration*:

- fostering of mutual understanding between the main stakeholders involved in the Spectrum *Disaster*;
- participation in the form of *Tripartite Teams* comprised by representatives of Third Sector, Entrepreneur Associations and Local and International Trade Unions;
- transparency in agreement on the terms of reference for the “data mining collection” of injured workers and the families of those deceased and
- finally, social responsibility in identifying an end purpose for the mentioned data.

The exercise proved to all *primary stakeholders* involved to be a unique learning process in which the teams jointly minimized and resolved some of the problems they faced in data retrieval.

The families of the Spectrum deceased workers and many of the injured were scattered in villages across Bangladesh and each of these had to be visited to compile the profiles, including details of dependent relatives and the extent of the disability of those injured.

28 Although they were not sourcing from Spectrum, they agreed to participate and fund the “Fact Finding Mission”. Its representative was Lakshmi Baktia (CSR Asian Director of the Gap, Inc.)

29 www.eti.org

30 Interview with Neil Kearney February 6th 2009.

31 ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy. Paragraphs 29-32

32 Op cit Paragraphs 37-40

Since written records are not always kept in rural Bangladesh, much of the information gathered would have to be cross-checked with local officials.³³

As I mentioned before, the *Fact Finding Mission* was the first comprehensive tripartite data collection experience in Bangladesh after a labour accident within the Supply Chain of International Buyers like Spectrum and it constituted, by itself, a simple and practical example of a *partnership approach* in joint data collection in a very complex *labour spider web* where *Social Dialogue* had been always difficult.

Finally, such a complex scenario required the implementation of partnership experiences with responsible criteria, mechanisms and behaviours that reinforce *Dialogue, Solidarity, Equality, and Moderation*.

In other words, the *Fact Finding Mission* was a good example of *Trust accumulating process*.

c. The *Fact Finding Mission* data collection template

I jointly designed with *primary stakeholders* a specific Template to collect and summarize the key relevant information necessary for estimating later on the compensations from its beneficiaries (See Table 4.1.) by the *Spectrum Voluntary Relief Scheme (The Scheme)*

The data gathered was used as basis to assess the following issues:

Table 4.1.- Terms of reference used by Tripartite Team.

Injured Workers.	Deceased workers' families.
	Marital Status
Age.	Ages of: (i) Wife; (ii) Children; (iii) Father and Mother and (iv) other siblings (Key information used later on to apply the "share criteria" to calculate the Spectrum Scheme under Muslim Family Law (See Thesis Chapter 7)
Types of Injuries.	
Secondary Effects of the Injuries.	
	Number of direct and/or dependent relatives.
	Possible successors (key issue to be used in applying the <i>share criteria</i> under the Family Muslim Law)
<i>Loss of Income</i> as a result of the accident.	"Loss of income" as a result of the accident.

Table 4.2.- Victims' data gathering template

Victim details		
Personal Details.		
Full Name.		
Date of Birth.		
Gender.		
Marital Status (i.e. Married, Single and Widowed)		
Address.		
Telephone Number.		

33 Some examples of the main problems detected when the four Tripartite Teams carried on their researches were:

- Spectrum Widows left in their father in law's family home. Consequently, the Tripartite Teams had track the women down;
- lack of Widows Birth information. Since birth registration was not strictly followed in rural Bangladesh, it was not possible to record the accurate date of birth of the respondent. By asking the significant incident during their birth year, a tentative date of birth could be recorded and
- Income. SpectrumWidows were not aware of how much the dead victim had actually earned at the time of the *Disaster*.

Cell Phone Number.		
Health Status.		
Injuries Detail.		
Secondary Effects (if any)		
Estimated Duration of Disability		
Employment Details.		
Labour Category before the Spectrum accident.		
Length of Employment.		
Benefits.		
Salary Bands (Takas per Month)		
Salary before the Accident.		
Last Year's Actual Salary.		
Other Incomes.		
Other comments.		
Beneficiaries (1, 2,....)		
	Full name.	
	Relation to injured/ deceased worker.	
	Date of birth.	

d. The Fact Finding Mission Strategy

In order to collect the mentioned information, I trained four *Tripartite Teams* at Davinci Hotel (Dhaka, Bangladesh) to undertake the *Fact Finding Mission* because mobilizing grassroots resources required to use their skills in a strategic manner, rather than use them to conduct routine tasks such as collecting data (Davis³⁴, I. 2004: 140)

To this end, all *Fact Finding Missions'* members were trained to focus on a key notion: the data they were going to collect should *contribute to the goals of empowerment, democratization and the advancement of Human Rights* (White³⁵ et al, 2001: 86)

Each of them was comprised by three representatives from the local Trade Unions (BNC), BGMEA and INCIDIN-Bangladesh, being assigned to one of four geographical zones in Bangladesh:

- North Zone;
- South Zone;
- East Zone and, finally,
- Central Zone.

In total, these four Zones incorporated 31 administrative Districts and each team visited the household and interviewed the family member of the deceased worker and the most of the injured ones

³⁴ Davis, I. 2004: 140

³⁵ White, G. F.; Kates, R.W. and Burton, I. (2001) Knowing better and losing even more: The use of knowledge in hazards and management. *Environmental Hazards* 3 (3/4): 81-92

were interviewed by the Team members at the *Trauma Centre*³⁶, in Dhaka (a specialized hospital where injured worker used to come for treatment)

The remaining injured victims were interviewed by the team members in the office of National Garments Workers Federations at Savar (Bangladesh)

4.2.2. The independent injured workers assessment: the *Scale* (*Spanish Baremo*)

a. The Scale Definition

The *Scale* was designed based mainly on the Spanish Insurance Legislation which have historically regulated compensation for damages as a *Best Insurance Practice* of reference.

In Spain, consideration begins to be given in 1962, with Act 122/1962³⁷, of 24 December, on the use and circulation of motor vehicles, towards making it compulsory, for the first time, for all people owning a motor vehicle to sign a civil liability insurance policy; in its Title III, it indicated the obligation by the insured party of compensating the party damaged through a traffic accident for the damages suffered.

Although the *Scale* did not appear as such, it was this Act 122/1962 which will subsequently give rise to the drawing up of a standard or rule enabling an objective framework to be created insofar as it is possible for this kind of accident.

Therefore, after this Act 122/1962 appeared, and during the 1970s, the increased spending power of the Spanish population also prompts an increase in the number of cars in circulation, and this has various consequences, inter alia, including an increase in the number of traffic accidents on Spanish roads.

This increase also entails a considerable increase in the legal sentences including compensation for traffic accidents being typically – with certain exceptions – very erratic with regard to the amounts established and the foundations justifying them.

Prior to the *Act for the Supervision and Ordering of Private Insurance of 1995*³⁸, an Act which for the first time includes a scale for the valuation of compensations for injuries applied on a binding basis, in 1984 a *Manual for the Valuation of Corporal Damages* was published, containing the *Scale*, which was non-binding, in order to determine the compensation for permanent invalidity caused by accidents, and tables of basic compensation with different correction factors.

The mentioned *Scale* was based on:

- the Injuries and Illnesses Table Annexed to the *Reglamento del Benemérito Cuerpo de Mutilados*³⁹ (*the Honourable Maimed Body By-Laws*);

³⁶ <http://www.traumacenter.com.bd> (Last entry: December 28, 2010)

³⁷ El Decreto 632/1968, de 21 de marzo, aprobó el texto refundido de la Ley 122/1962, de 24 de diciembre, sobre uso y circulación de vehículos de motor. Dicho texto refundido ha sido objeto a lo largo de su vigencia de variadas y profundas modificaciones. El Real Decreto Legislativo 1301/1986, de 28 de junio, por el que se adapta el texto refundido de la Ley sobre uso y circulación de vehículos de motor al ordenamiento jurídico comunitario, que posteriormente fue derogado por la Ley 30/1995, de 8 de noviembre, de ordenación y supervisión de los seguros privados, dio nueva redacción al título I del texto refundido de la Ley sobre uso y circulación de vehículos de motor; aprobado por el Decreto 632/1968, de 21 de marzo, con el fin de adecuar su contenido a la Directiva 72/166/CEE del Consejo, de 24 de abril de 1972, modificada por la Directiva 72/430/CEE del Consejo, de 19 de diciembre de 1972, y a la Directiva 84/5/CEE del Consejo, de 30 de diciembre de 1983, relativas al aseguramiento de la responsabilidad civil derivada de la circulación de vehículos automóviles y al control de la obligación de asegurar esta responsabilidad (Primera y Segunda Directivas del seguro de automóviles).
<http://www.dgsfp.meh.es/sector/documentos/legislacion/Vehiculos/Real%20Decreto%20Legislativo%208.pdf> (Last entry: December 28, 2010)

³⁸ <http://www.linguee.es/espanol-ingles/traduccion/ley+de+ordenaci%F3n+y+supervisi%F3n+de+los+seguros+privados.html> (last access January 1, 2010=

³⁹ R.D. 712/ 77 of 1 April; Official State Gazette of 25-26 April 1977. http://www.boe.es/aeboe/consultas/bases_datos/doc.php?id=BOE-A-1977-9929 (last access December 24, 2011)

- the *Tables for Assessment of Permanent Damages* (American Medical Association)⁴⁰;
- the *Indicative Functional Scale of Incapacities in Common Law*⁴¹ and, finally,
- the *Functional Scale for Permanent Incapacities of Louis Meullenec*.

However, it was until 1987, in the Ministerial Order of 17 March⁴², that we see the approval of the first scale of compensation of bodily damages at the expense of the civil liability insurance deriving from the use and circulation of motor vehicles, which is compulsory.

The *Scale*, which was a guideline, is not the one which is currently used, given that initially the *Scale* was not based by *points* but established a type of invalidity based on the damages caused, and on this basis, the compensation was determined, although it could not exceed an upper ceiling.

One year later, and given that the aforementioned Ministerial Order addressed a catalogue of injuries of a static nature, excessively compartmentalized, and with certain medical-legal limitations given the scant casuistry of the injuries outlined therein⁴³, the *Resolution of 1 June 1989 of the General Directorate of Insurance (Dirección General de Seguros)* was published, approving the *Scale* of compensation of bodily damages at the expense of the Civil Liability Insurance arising from the use and circulation of motor vehicles, which was compulsory.

Subsequently, in 1991, the Order of 5 March 1991⁴⁴ was published, giving publicity to a system for the valuation of personal data in the Civil Liability Insurance caused by motor vehicles, and which was considered to be an apt procedure for calculating the Technical Insurance Provisions for Accidents or Benefits corresponding to the aforesaid insurance.

This Order was published following numerous studies by institutions such as the National Toxicology Institute (*Instituto Nacional de Toxicología*), the SEIDA or the ICEA, inter alia, which endeavoured to respond to the problems existing in an increasingly more persistent way in this kind of insurance, and in legal sentences.

In this regard, it could be noted the delays in determining the amount of the compensation, and also the legal rulings, the tendency for the amount of the foresaid compensation to rise and the differences in the valuation thereof. Even if it were justifiable, this increase in compensation could not be wholly transferred to the tariffs of the insured parties, given that they were not willing to withstand such increases, and it posed a great deal of uncertainty for the insurance entities, as they were not able to determine in advance the maximum amount they would pay for the compensation, in other words they could not make estimates on the amount of the accidents. Thus, the sector reported negative underwriting results, particularly in 1989, with a negative underwriting result of 123 %⁴⁵.

In relation to this, it is evident, and, more revealing still, recognized almost as legal doctrine in the words of Francisco Javier López García de la Serrana⁴⁶, who stresses that there is an unanimous opinion in doctrine⁴⁷ and in jurisprudence that the damages which can be compensated are made up of a range

40 Official State Gazette 16-17 of March 1984, Ministerial Order of 6 March 1984.

41 Published in Appendix no. 6 of "Reparación del Daño Corporal, Metodología en Derecho Común" by C. Rousseau and S. Brousseau.

42 Official State Gazette Date: 24/03/1987.

43 Resolution of 1 June 1989 of the General Directorate of Insurance (Dirección General de Seguros)

44 ORDEN DE 5 DE MARZO DE 1991 POR LA QUE SE DA PUBLICIDAD A UN SISTEMA PARA LA VALORACIÓN DE LOS DAÑOS PERSONALES EN EL SEGURO DE RESPONSABILIDAD CIVIL OCASIONADA POR MEDIO DE VEHÍCULOS DE MOTOR, Y SE CONSIDERA AL MISMO COMO PROCEDIMIENTO APTO PARA CALCULAR LAS PROVISIONES TÉCNICAS Y PARA SINIESTROS O PRESTACIONES PENDIENTES CORRESPONDIENTES A DICHO SEGURO. («BOE núm. 60/1991, de 11 de marzo de 1991»)

<http://www.judicatura.com/Legislacion/0694.pdf> (last access March 23, 2009)

45 The Company lost 23 pesetas from each 100 pesetas collected.

46 Doctoral Thesis: "El Lucro cesante en los accidentes de circulación y su incidencia en el seguro", Granada 2008.

47 In regard to this subject, I may refer to the work by DE ANGEL YAGÜEZ, R. entitled "La Responsabilidad Civil", Universidad de Deusto, Departamento de Publicaciones, Bilbao, 1988 and "Lecciones sobre responsabilidad civil", Universidad de Deusto, Departamento de Publicaciones, Bilbao, 1978, DE CUPIS, A. "El Daño", Traducción de Martínez Carrión, A., Bosch, 1975, DIEZ DE PICAZO PONCE DE LEÓN, L. "Derecho de Daños". Civitas, Madrid 1999, LLAMAS POMBO, E. "Prevención y reparación, las dos caras del derecho de daños" in "La responsabilidad civil y su problemática actual" (dir. Prof. Moreno Martínez, J.A), Dykinson, S.L, Madrid 2007, PINTOS AGER, J."Baremos,

of concepts, each one of which has its special features or particularities.

However, the Spanish legal reality constantly reminded of the lack of determination of each one of these concepts. According to Garnica Martín,⁴⁸ the dominant base in our compensation system has been that of 'convenience' with regard to arguments (*avoiding efforts to differentiate between the damage notions*), and as far as accreditation is concerned.

At first these shortcomings were resolved by the courts' repeating of formulas, which ended up becoming compulsory rules, and thus giving rise to a great deal of legal insecurity, given that the applied criteria which were handled did not always match. The foundation of the system was legal arbitration; the starting point was recognizing the existence of a judge free to value the damage, and the question of whether this damage ended up being subject to modules defined in legal practice was purely voluntary, and under no circumstances was it imposed.

The high degree of instability existing in this field made it compulsory for the legislator to intervene, replacing the legal modules with a scales system with Act 30/1995 of 8 November⁴⁹, from which point on we begin to see the true reaction between judges and doctrine against the implemented system⁵⁰.

Therefore, in the *Supervision Act of 1995*⁵¹, it was decided to introduce the *Scale* which, on the one hand, would make for greater expediency in determining the compensations and in legal proceedings, and which, on the other hand, could provide a fairer system which could also enable insurance entities to determine compensation with greater certainty.

The valuation method established upper and lower limits, the personal circumstances of the compensated party are taken into account and, through a *points system*, an attempt is made to personalize, insofar as it is possible, the amount of the compensation that the aforesaid party shall receive. By virtue of the aforesaid maximum limits, the insurance entities are able to limit their loss up to a certain amount, and, in this way, as they have some certainty about their maximum loss, they will never have to make large excessive increases in their policy premiums.

On this occasion and for the first time, the *Scale* of compensation became binding, and arose as a system used to value personal damages arising from traffic accidents and which was therefore exclusively designed for the Obligatory Automobile Insurance Policy. However, due to its objectivity and practical nature, this has been used as a basis to value the compensations applicable for accidents in the workplace, and compensations for general Civil Liability.

As the most direct consequences of the installation of the *Scale*, it can state that this Act entailed an increase in amicable transactions and in greater expediency in the obtaining of compensation, in addition to a better adjustment to each victim's specific case. It also enabled the three methods for valuing bodily damages to be combined:

- the scientific by abstract valuation;

seguros y derecho de daños". Madrid: Civitas/Universidad Carlos III, 2000, SOTO NIETO, F. "Responsabilidad civil derivada del tráfico automovilístico. Estructuras fundamentales de su nueva ordenación", in "Estudios en honor del profesor CASTÁN TOBEÑAS", Vol. V, Ed. Universidad de Navarra, Pamplona, 1969, CONCEPCION RODRIGUEZ, J. L. "Derecho de Daños" Bosch, S.A, 1997 and DIEZ-PICAZO, L. "Derecho de Daños" Civitas Ediciones, S.L, 1999.

48 GARNICA MARTÍN, J. F. "La prueba del lucro cesante", Revista de la Asociación Española de Abogados Especializados en Responsabilidad Civil y Seguro, Año 2007, Primer trimestre, núm. 21, pages 45 - 64.

49 Ley 30/1995, de 8 de noviembre, de ordenación y supervisión de los Seguros Privados. (Vigente hasta el 6 de noviembre de 2004) http://noticias.juridicas.com/base_datos/Anterior/r8-l30-1995.t3.html

50 In the words of GARNICA MARTÍN, "The proof..." Op. cit: "from a purely economic or sociological standpoint, the legislator had simply injected some common sense where it was previously lacking: establishing objective parameters to limit the excessive degree of legal arbitration, substituting those which had previously been imposed by internal generation in legal practice. From a legal standpoint, on the other hand, what was done was to attribute a legal standard category to a shoddy system in terms of valuing damages. The aforesaid system for "comprehensive damage assessment" cannot be compared to any other legal system and has been disqualified as inadmissible by foreign doctrine which has given its opinion upon it. It is a "Spanish style" legal solution which is built upon intellectual bases which cannot be assumed but which is perfectly established in our legal system, despite the serious objections which the Constitutional Court was forced to raise (STC 181/00)"

51

- the scientific by specific valuation and
- finally, the equitable.

This *compensation system* offered many advantages for both insurance companies, which were:

- able to reach agreements more quickly (thereby enabling them to reduce the number of litigations);
- also to adjust in a more appropriate form the allocation of reserves and calculation of premiums and
- for the insured parties, which received their compensations more quickly and were also assured greater equality and objectivity.

In general, the *Scale* made it possible to work more easily, enabling judges to conduct proceedings better and more easily, and providing a higher degree of legal security.

Furthermore, the judges, who had hitherto decided in a sovereign manner how much the amount would be in compensation for bodily damages, had to learn to adjust to the limits offered by the *Scale*, determining, in any event, more uniform amounts in respect of similar victims.

From that point on, the *Scale* become a very efficient instrument for providing a fair, balanced, uniform, rapid, universal and personalized compensation for the damages suffered in traffic accidents by victims and their families. Furthermore, with this system the insurance policies could carry out their fair function of redistributing the economic damages caused by traffic accidents.

Several reforms have subsequently been made of the previous Law: a reform was made of basic compensation for injuries in Act 54/1998, while the basic compensation for effects was reformed in Act 34⁵²/2003.

In 2004, the Law relating to *Civil Liability in Automobile Insurance* were rewritten, with Royal Decree 8/2004⁵³, of 29 October, approving the revised text of the *Act on Civil Liability and Motor Vehicle Insurance*, repealing the aforementioned Act 30/1995 which established a limit on the amounts of the ENFORCEABLE compensation (as set out in the Preliminary Recitals of Royal Decree 8/2004) as a result of the civil liability incurred with the circulation of motor vehicles.

The system was effectively through a Table of Amounts established in accordance with different concepts of compensation which could individualize to the greatest possible degree the compensation for damages, within specific margins of highs and lows, and also regarding the family situation of the injured party, as the Scheme proposed in its strategy from its early beginning.

In short, It therefore constitutes a legal quantification of the *damage caused* referred to in article 1,902 of the Civil Code⁵⁴, and the civil liability referred to in article 116 of the Penal Code⁵⁵.

52 Law 34/2003 of 4th November introduced an amendment with the aim to adapt some technical criteria in the table VI, containing the description of the injuries, without revising the valuation of same injuries and without adapting them to real needs of victims.

The legal Scale in the Spanish system reached two main objectives: to unify the level of compensation in all Spanish Territory and to created a technical instrument to allow the insurers to know and to constitute sufficient technical reserves to guarantee the payments to the victims in view to stabilise the financial consequences of the Motor insurance branche.

<http://www.iuraprxaxis.com/datos/SVBE-System%20for%20valuation%20for%20bodily%20injuries%20in%20Spain%20EXPLANATION.pdf>

53 Real Decreto Legislativo 8/2004, de 29 de octubre, por el que se aprueba el texto refundido de la Ley sobre responsabilidad civil y seguro en la circulación de vehículos a motor.

http://noticias.juridicas.com/base_datos/Privado/rdleg8-2004.html

54 A. 1902 of the Civil Code of Spain: "Any person who by action or omission might cause damage to another, with negligence or recklessness, is obliged to repair the damage caused."

55 A. 116 of the Civil Code of Spain: "1. Any person who is criminally responsible for a crime or offence is also responsible from a civil standpoint if the event gives rise to damages. If two or more persons are responsible for a crime or offence, the Judges or Courts shall stipulate the amount which should be applied to each of them.

2. The authors and their accomplices, each within their respective class, shall be responsible jointly and severally between them fro their amounts, and on a secondary basis for those referring to the other persons responsible.

Secondary liability shall be made effective; first, through the goods of the authors, and afterwards, in those of the accomplices.

In cases in which joint and several liability is applied, and also in those in which secondary liability is applied, the person or entity who might have paid against the others for the amounts corresponding to each shall not have to repeat them."

b. The *Scale* as Reference for Calculating the Spectrum Actuarial Scheme Compensations

Given the characteristics of the *Scale* indicated in the paragraphs above, I personally engaged an Independent Actuary Consultant Team (KPMG Spain), to assess the consequences of the Spectrum Disaster took the view that it could be the most appropriate tool for establishing, in an objective, scaled, limited and universal way which could subsequently give rise to economic compensation in keeping with the importance of the injuries, in an scenario with a lack of similar experiences in the past.

However, because the judges lost the independence they enjoyed to determine compensations, and in light of a section thereof which believed that each specific case in a traffic accident had its own defining characteristics, meaning that in their opinion the categorization in the compensations gave rise to an equal status thereof, which, in their opinion, could be unfair depending on the specific cases, in 2000 the Spanish Constitutional Court of Justice declared that the *Scale* was partially unconstitutional⁵⁶, cancelling the application thereof based on the following sentence:

“... the legal obligation imposed by the aforesaid art. 1.2 of Decree 632/1968, of quantifying “in any event in accordance with the criteria and within the compensation limits set out in the Annexe to this Act”, and the legal extension given thereto by section 1.1 of the Annexe (“This system shall be applied to the valuation of all damages to persons caused by traffic accidents, unless they are the result of wilful offence”) fail to comply with the right of equality acknowledged and assured by art. 14 CE, establishing an unjustified difference in the field of civil liability, given that the aforesaid legal standards prevent the individualization of the damages, treating things which are different as equal, and, at the same time, introducing an unreasonable lack of equality in the context of the general civil liability regime, given that a person who acts negligently in the field of the circulation of motor vehicles has a civil liability limited by the law, even when it had been legally proven that the damage caused were effectively much greater...”

The sentence which materializes the partial unconstitutionality in the application of the *Scale* enacted through Act 30/1995, is as follows:

“... Declare that they are unconstitutional and null, in the terms set out in the last legal grounds of this Sentence, the final paragraph “and corrected in accordance with the factors expressed by the table” of section c) of the second criterion (explanation of system), and the total content of section letter B) “correction factors”, of table V, both of the Annex which contains the “System for the valuation of the damages caused to persons in traffic accidents”, of the Civil Liability and Motor Vehicle Circulation Insurance Act, in the version given thereto by the eighth additional Provision of Act 30/1995, of 8 November, on the Organization and Supervision of Private Insurance...”

The Constitutional Court, in a sentence with several individual votes, reproached the *Scale* established, which did not allow the victim to “prove a compensation for a value higher than that arising from the strict application” thereof, “thus infringing the right of effective legal protection guaranteed by article 24 of the Spanish Constitution”.

The controversy sparked by this sentence, for the same reasons which gave rise to it, demonstrate that it was obvious necessary to have, notwithstanding the above, a series of initial bases in order to establish the appropriate calculations for these kinds of injuries, so preventing the subjectivity of any component of the legal proceedings from being responsible for establishing the compensation, which until that time had been erratic to say the least in terms of their interpretation and quantification. An example of this will be given below.

⁵⁶ Plenary Meeting, Sentence of the Constitutional Court of Justice 181/2000, of 29 June 2000.

However, the Spanish regulator took the view that the virtues of the *Scale* compensations system outweigh any shortcomings, and for that reason it corrected the unconstitutionality of the text of 1995 by means of the approval of Royal Decree 8/2004, of 29 October, approving the revised text of *the Civil Liability and Motor Vehicle Circulation Insurance Act*, in whose annexe the procedures were once again established for the monetary valuation of the injuries caused by motor vehicles.

This Royal Decree adapted the EU regulation to Spanish Regulation, specifically that contained in Directive 90/232/CEE of the Council, of 14 May 1990, relating to the approximation of the laws of member States in respect of the Civil Liability Insurance arising from the circulation of automobile vehicles (ACT 3704/1990).

The incorporation of these EU rules demanded, on the one hand, the adaptation of the cover provided by the mandatory automobile insurance to the territorial field of the member States, and, on the other, the mandatory subscription of a Civil Liability Insurance Policy which might cover, in the terms and with the extension set out in the EU regulations, both corporal and material damages.

The aforesaid Directive indicates that the amounts for which the civil liability insurance should be obligatory,

“...must in any event ensure the victims a sufficient compensation no matter what the member State in which the accident has occurred may be ...”.

This paragraph sets out the principles of sufficiency and universality, principles which have been applicable in the creation of the *Scale*, whereby the compensation must suffice for the recipient to be able to recover from the corporal damages received, and the compensation must be applicable in the universe in which it is legislated, in other words, on an equal basis, throughout the entire EU territory, by which it can be deduced that the compensations to be established shall be fair and be in keeping with the special features of each territory within the EU.

Article one of the Directive reads as follows:

“...2.- Without prejudice to higher guarantee amounts, possibly prescribed by the member States, each State shall demand that the amounts for which the aforesaid insurance is mandatory shall amount to at least:

For corporal damages, to 350,000 ECUS, when there is no more than one victim; when there are more victims of the same accident, the aforesaid sum shall be multiplied by the number of victims...”

In the above paragraphs, it is evident that the spirit of the rule is oriented towards the compensation becoming objective and being sufficient, establishing a minimum to be compensated by the compulsory automobile insurance policy.

However, it should not be forgotten that in the nature, *per se*, of (i) the Spectrum accident in an accident and (ii) the complex spider web of the Bangladeshi reality, there are characteristics which can mean that their consequences are particularly difficult to value. The definition of the accident will include key factors which perfectly explain this difficulty.

These factors are as follows:

- An accident has to cause damages of a variable amount to both persons and things;
- the accident *per se* is an event which occurs unexpectedly and in a way which is totally unconnected to the victims thereof.

These two concepts helped me to understand that the variability of the consequences of an accident can be so great as to enormously hinder the *fair valuation* thereof.

In effect, given the latest trends regarding the normalization of this kind of valuation, the consequences of the accident can clearly be divided into two types:

- *consequences* which cause physical or material damages which could be clearly valued in monetary units⁵⁷ (as the Scheme applied using the points of the *Scale*) and
- the *moral value*⁵⁸ were difficult to quantify in monetary terms, which however have to be mitigated in some way (The Scheme considered this issue providing the *Lump Sum Payment Provision*)

These two issues could be valued by any independent professional with the knowledge and resources to carry it out; however, this type of praxis has been shown to be inefficient in the history of compensation in Spain, given that the assumptions which different professionals used as a basis to value a same accident gave rise to very uneven results depending on who commissioned the calculation thereof: either the person possibly responsible for the accident or the victim, a question which occasionally compelled judges to discern with expert reports which were so uneven that they seemed to arise from different traffic accidents.

It is also assured that in light of the participation of the insurance companies, which by law shall become compulsory⁵⁹, and in light of the arbitrariness occasionally noted by them between sentences which were initially comparable in two different points of the territory, and which corresponded to the same Insurance company, it was them who exerted most pressure in order to establish a method which could assure a universality in the compensations by the same (or similar) type of corporal damage, leading to the preparation of a scale which established the most exhaustive and objective valuation of the damages occurring in an automobile accident.

Consequently, the *Scale* proposed as a tool to calculate compensations by the *solution* was shown, once again, to be a very appropriate tool, given that, as it mentioned at the start of this point, on the one hand the object is to particularize and to individualize insofar as it is possible the compensation in each case of injury, and on the other, it implied that in order to be correctly used, the appraiser needed to be availed of a great amount of data on the party involved in the *Disaster* or the victim (especially those obtained from the *Fact Finding Mission*), in order to be able to particularize his or her injuries as much as possible, and, by extension, their worker compensations.

4.2.3. BIOMETRIC ASSUMPTIONS.

a. *Life expectancy at birth.*

First of all, in 2005, and based on the lack of Bangladesh data I was unable to choose a *mortality table* for Bangladesh, at least with a methodology which might lead us to believe that the data were reliable.

⁵⁷ But even some of these consequences which could be valued in monetary units (Takas from Euro figures) because of their material nature were debatable as far as their valuation is concerned; for example, it might be difficult to justify that the loss of a child in an accident were valued at €1,000,000, as it could be appealed that this value has been reached for very specific particular and personal circumstances, which could be difficult to be repeated in any other accident victim, even in victims of the same theoretical accident which we have mentioned.

⁵⁸ This moral value is always more difficult to justify. However, the value of the physical damages is indeed more difficult to establish and justify, given that the value of the loss of an upper limb could be specified, on the basis, inter alia, of the cost that it is estimated the victim will have to invest in order to heal, cure, recuperate, and any other kind of physical treatment and modification of its vital environment (cars or homes in the event of damages to the spinal chord). It also always be possible to value the loss of income which an accident could cause in the revenues or a family unit caused by an accident and the concomitant fall in income which the victim might have been able to contribute had he or she remained able to work. It is simply an estimate based on reasonable assumptions of how the victim might have continued to generate revenues or cash inflows had his or her career continued in normal conditions.

⁵⁹ Council Directive 90/232/EEC dated My 14, 1990, on the approximation of the legislation in the Member States regarding the civil liability insurance arising from the circulation of automobiles.

Consequently, I proposed to all *primary stakeholders* to use the *GRMF-95 Table* adjusted to the *life expectancy at birth* of the inhabitants of Bangladesh in 2005, widely used nationally in the valuation of pensions.

For the payment of compensations – voluntary or otherwise - it was essential to estimate the life expectancy of the population deduced from the population structure. The real and estimated population pyramids for Bangladesh for the years 2005, 2010, 2020 and 2050 are shown below (Source: International database of the US Census Bureau)

Figure 4.1.- 2005 Bangladeshi Population Pyramid.

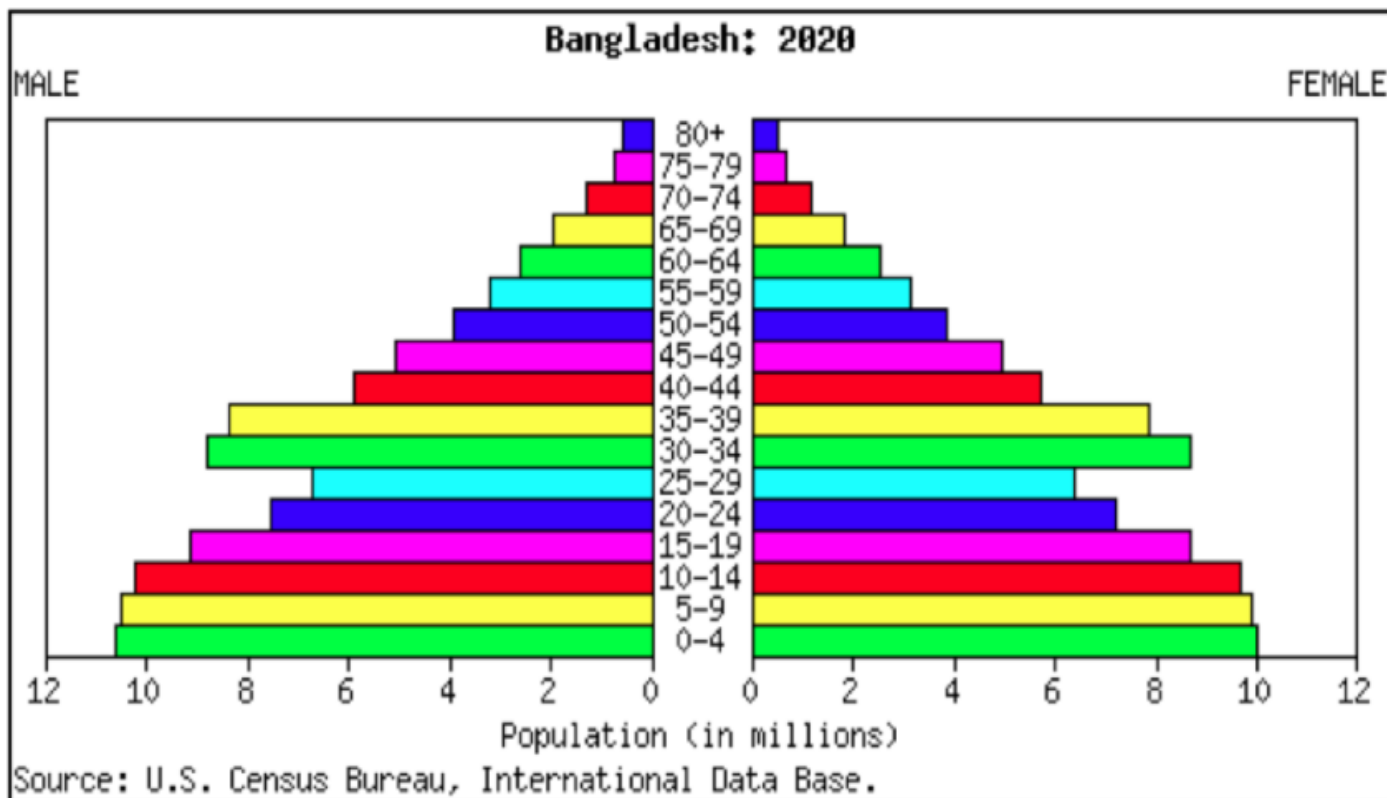


Figure 4.2.- 2010 Bangladeshi Population Pyramid.

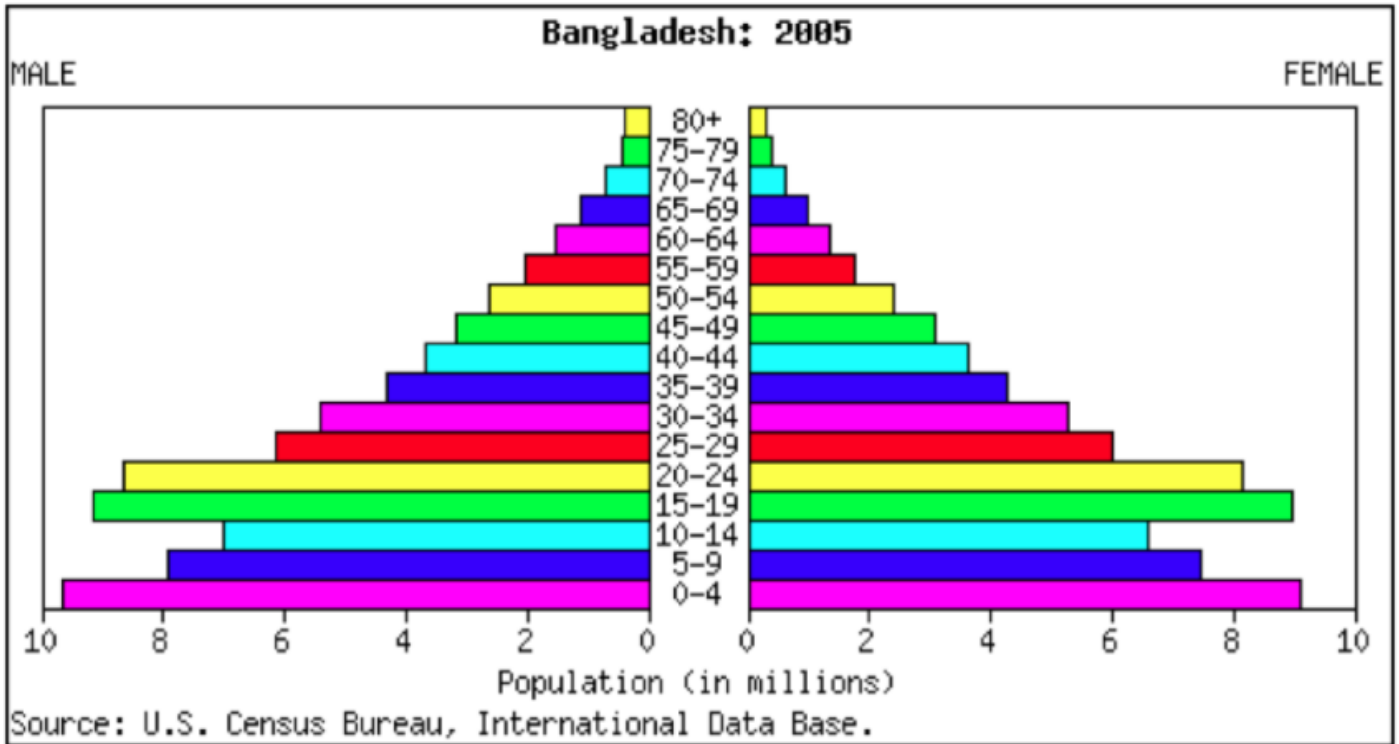


Figure 4.3.- 2020 Bangladeshi Population Pyramid.

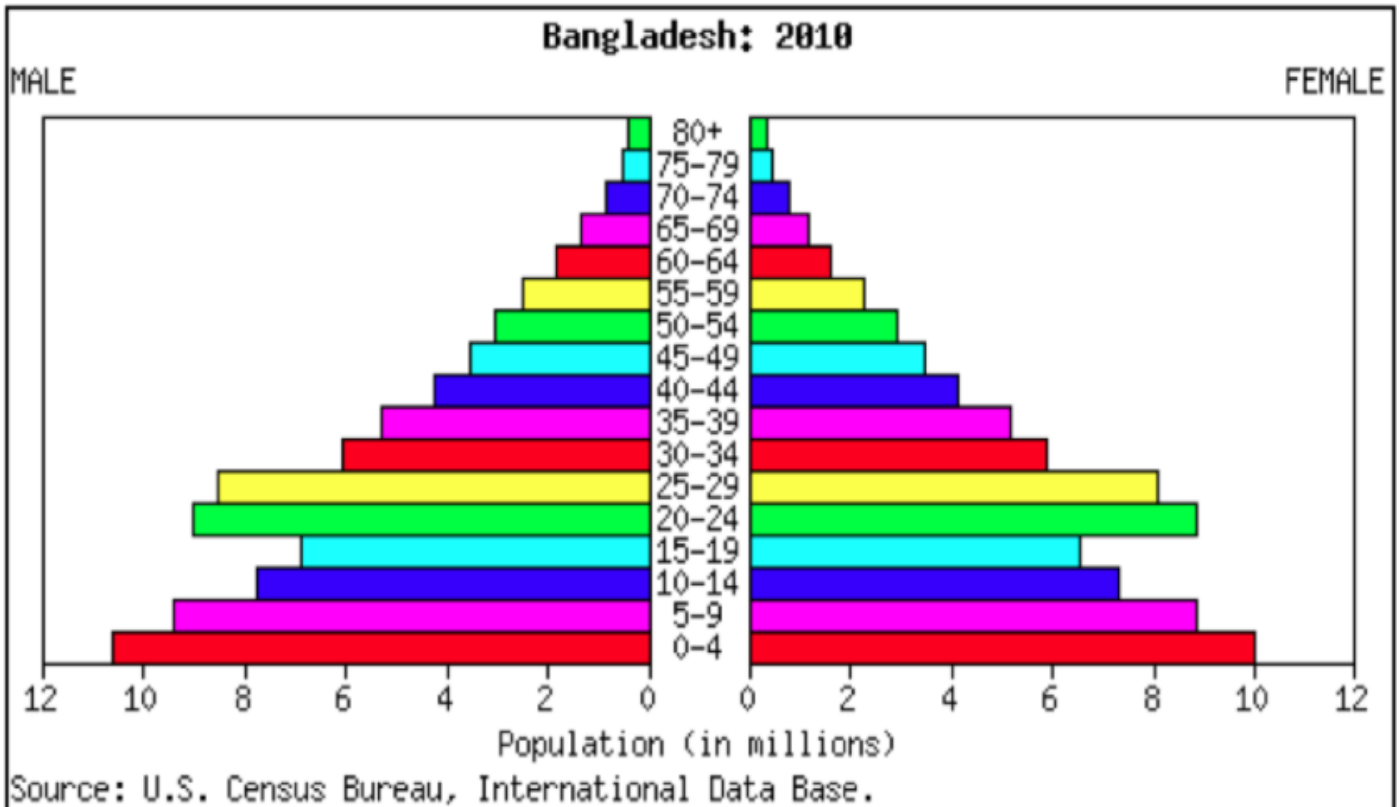
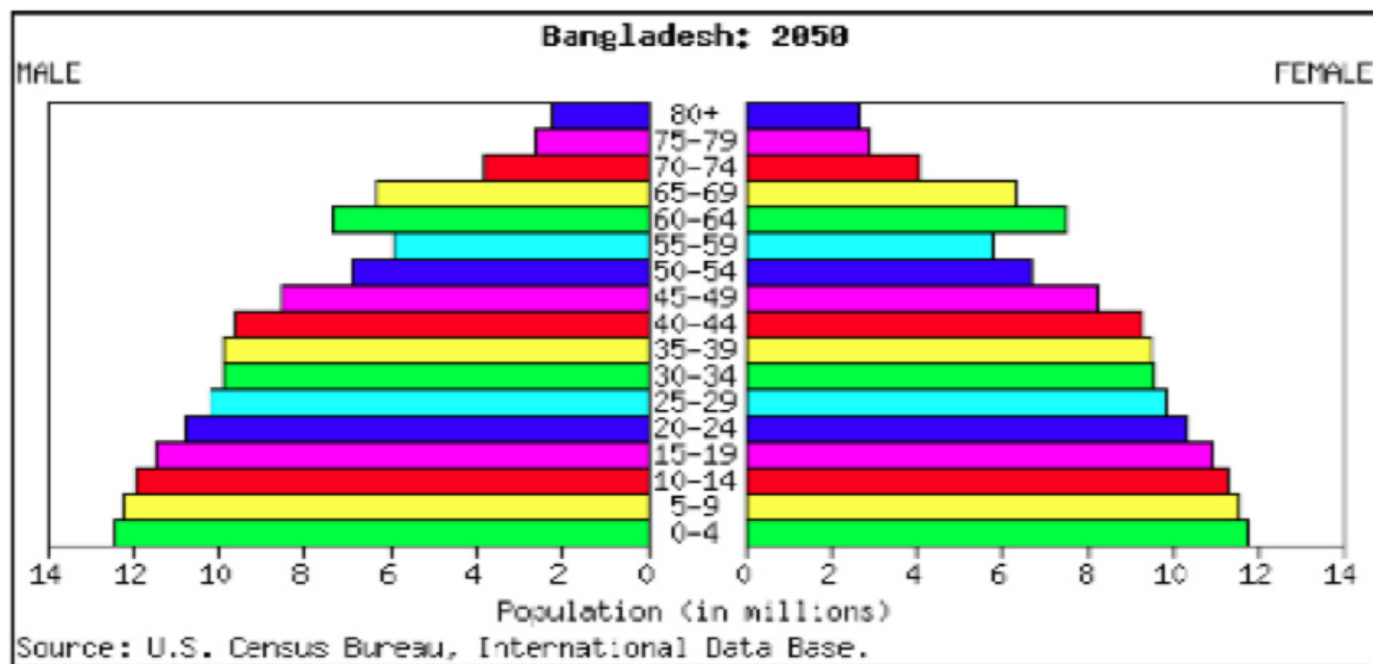


Figure 4.4.- 2050 Bangladeshi Population Pyramid.



From the *population distribution charts* shown in Figures 4.1- 4.4 above, it would be clearly deduced that the population of Bangladesh will not begin to have a distribution typical of a developing/developed country until 2050, when the *population pyramid profile* adopts the typical form with a widening towards the intermediary ages.

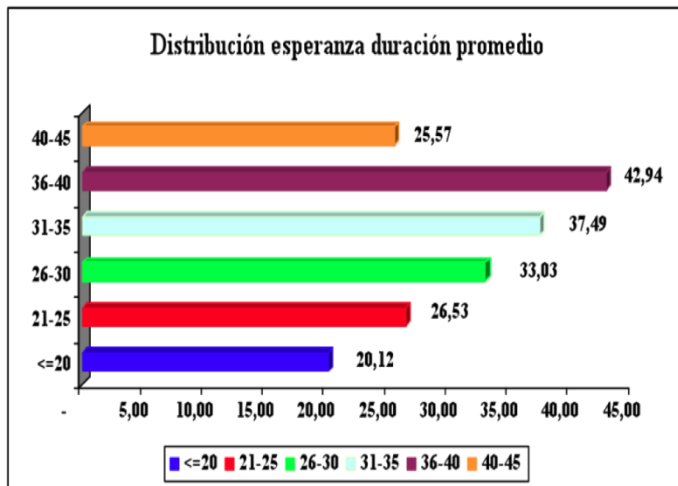
The pyramid shows longer and better *life expectancy* for the population, based in turn on better health, better nutrition, higher purchasing power of its inhabitants, more and better hygiene measures during the life of under-15s, etc, which will lead to a gradual lengthening of the population’s life expectancy, so that a higher number of living beings will reach this at all ages, with better quality of life, and therefore, expected longevity.

However, as Figure 4.1. shows, in 2005, the year of the accident in Savar, the population of Bangladesh had a very wide base, drastically reducing the number of living persons in the different age intervals taken, which implies a high birth rate, typical of underdeveloped or developing countries, but which due to poor hygiene, health or nutritional conditions of the country, means that the few of the newborn reach adult ages, indicating a low probability of survival which will mean that the age of death of the population will be lower than that of more developed countries.

Biometrically speaking, it could be established the expected durations of the pensions in accordance with the *life expectancy* of each one of these beneficiaries at the age of receiving the voluntary compensation benefit or pension.

The aforesaid durations or *life expectancies* are shown in the following chart

Figure 4.5.- Spectrum Workers Life Expectancy.



Based on the above Figure 4.5., it could be noted that any solution to compensate injured workers and the families of those deceased would be required pensions/ contributions of a long duration – over 20 years long - in any of the cases I analyze (key issue to be considered in the calculation the Spectrum Actuarial Scheme process)

Noting that the above charts show that 81 per cent of the deceased, as it has been, were below the age of thirty; this proportion of deceased persons accounts for the payment of 72 per cent of the pensions with an average duration of 20.99 years of pension payments.

b. Mortality tables adapted to the Bangladesh LCD scenario.

Other technical innovation in this field derived from this approach to solve the negative consequences derived from the Spectrum was to design an *ad-hoc mortality table* which supporting the pensions derived from the Scheme was based of concepts used in the international insurance industry and widely accepted, and adapted to Bengali social characteristics.

The actuarial valuation over time of any monetary amount, depends on a series of parameters which particularize its value, one of which, the probability of the aforesaid monetary amount being applied or being paid, is one of the points which differentiate between traditional financial mathematics, applied in institutions such as in banking, and actuarial mathematics, which can measure the same fact as in a bank, but which provides a probability for the occurrence thereof; in this case the probability of the occurrence thereof, generically speaking, of a payment or pension, will have to be the survival of the receiving individual, in other words that the payment of the amount will be conditioned to the fact that the recipient is alive.

The *mortality tables* used in actuarial techniques for the task of calculating the probability of events relating to human life, consist of *photographs* of a population at a certain statistical time⁶⁰, in which the number of living persons of each sex at all possible ages of a certain time are measured, and subsequently adjusted.

Therefore, for example, if we encounter a table with a structure similar to the one below:

⁶⁰ There are also dynamic tables which are not considered in these explanatory paragraphs.

Table 4.3.- Mortality Table GKM 95 used as reference by the Scheme Actuarial Model.

X	Lx	x	Lx	X	Lx	x	Lx	x	Lx
0	1.000.000,000	25	976.937,219	50	942.327,324	75	686.467,126	100	34.003,886
1	999.062,800	26	976.060,553	51	939.446,090	76	659.959,021	101	26.550,200
2	998.126,890	27	975.181,708	52	936.282,270	77	631.742,095	102	20.440,067
3	997.192,267	28	974.297,485	53	932.799,458	78	601.949,124	103	15.504,890
4	996.258,930	29	973.404,117	54	928.962,356	79	570.752,499	104	11.579,823
5	995.326,877	30	972.497,664	55	924.738,066	80	538.361,570	105	8.508,129
6	994.396,105	31	971.573,771	56	920.096,297	81	505.019,128	106	6.144,585
7	993.466,613	32	970.627,572	57	915.009,450	82	470.996,389	107	4.357,918
8	992.538,399	33	969.654,084	58	909.452,939	83	436.586,826	108	3.032,266
9	991.611,461	34	968.647,770	59	903.405,156	84	402.099,004	109	2.067,769
10	990.685,796	35	967.602,686	60	896.847,907	85	367.848,643	110	1.380,372
11	989.761,403	36	966.512,831	61	889.766,396	86	334.150,199	111	901,009
12	988.838,281	37	965.371,660	62	882.149,681	87	301.308,231	112	574,307
13	987.916,426	38	964.172,645	63	873.991,268	88	269.609,076	113	356,981
14	986.995,838	39	962.909,127	64	865.232,999	89	239.313,084	114	216,070
15	986.076,513	40	961.574,473	65	855.767,818	90	210.647,826	115	127,146
16	985.158,451	41	960.161,895	66	845.423,202	91	183.802,547	116	72,616
17	984.215,741	42	958.664,546	67	834.001,142	92	158.924,136	117	40,178
18	983.266,176	43	957.075,586	68	821.318,642	93	136.114,726	118	21,494
19	982.322,379	44	955.387,519	69	807.210,363	94	115.431,095	119	11,093
20	981.392,306	45	953.589,759	70	791.532,246	95	96.885,671	120	5,511
21	980.479,194	46	951.667,912	71	774.164,751	96	80.449,225	121	2,628
22	979.582,014	47	949.604,017	72	755.016,613	97	66.054,875	122	1,200
23	978.695,406	48	947.376,384	73	734.028,036	98	53.603,224	123	0,523
24	977.814,685	49	944.960,294	74	711.174,082	99	42.968,284	124	0,217

Being x the age of the person observed, and Lx the number of living persons at that age⁶¹.

Therefore, if we need to know how many living persons there are aged 25 in a group of persons whose mortality is governed by this table, we would look for the age of 25 and then we would look for the contiguous figure of living persons at that age, in other words 976,937.219 living persons.

c. Increasing of mortality rate for disease (*morbidity*)

The use of a *mortality table* to define the biometric trend of the population of Bangladesh has been the most important initial problem when valuing the periodical pensions and compensation payments in Bangladesh.

In other words, the fact that we lacked reliable data which could enable us to construct a *mortality table* to give us a minimum level of confidence required to carry out the necessary calculation, and which would be in accordance with the real trend of trend of survival or mortality in Bangladesh.

Therefore, it was decided that the best possible option was to use a *mortality table* that accommodated the requirements of the real mortality for Bangladesh. For that purpose, a series of actuarial principles and concepts were applied, which shall be outlined as follows.

61 From the English word Living.

First, in order to understand how the *mortality table* required by us is constructed, a stochastic mathematical model is developed in order to represent and analyze the random phenomenon on which the death or survival of a person depend. In this regard, it is necessary to make a prior definition⁶² of certain basic variables:

- X is the random variable *age of death of a newly-born child*, whose probability distribution is of a continuous type -in other words, for each value of the independent variable X , a value of the function will ALWAYS be associated.
- The distribution function will be:

$$F(x) = P(X \leq x)$$

In other word, *the probability of a newly-born child not surviving the age* .

Likewise, what is called the survival function of survival is the probability of a newly-born child reaching the age of "x" alive, in other words, the probability of the occurrence which is complementary to that previously defined:

$$S(x) = P(X > x) = 1 - F(x)$$

That T_x be the random variable of *future life or lifespan until the death of a person aged x*. Its distribution function will be:

$$G_x(t) = P(T_x \leq t) = P(x < X \leq x+t / X > x) = \frac{S(x) - S(x+t)}{S(x)}$$

If we assume that $G_x(t)$ is continuous and we derive it with respect to t , we obtain $g_x(t)$ which is simply the probability density function of the variable T_x

Furthermore, that K_x be the random variable of number of complete years of life until the death of a person aged x . The possible values of its discrete probability distribution are whole numbers, not negative and the probability function is as follows:

$$G_x(t) = P(T_x \leq t) = P(x < X \leq x+t / X > x) = \frac{S(x) - S(x+t)}{S(x)}$$

The instant *mortality rate* at the age of x is defined as:

$$\mu_x = \frac{f(x)}{1 - F(x)} = -\frac{S'(x)}{S(x)} = -\frac{\partial \ln S(x)}{\partial x}$$

This rate indicates an individual's propensity towards mortality in accordance with age. Due to the ageing of individuals as the years pass, it is logical that this be a growing function, although there might be intervals which are decreasing.

⁶² Moreno, R. Ruiz, Gómez, O., Trigo, E. Martínez (2005) *Matemática de los Seguros de Vida*. Pirámide (Spain)

The *laws of mortality* are defined as a theoretical mathematical model which indicates the form of and which allows the probability functions to be calculated.

The most important *classical mortality laws* are as follows:

- Exponential law or law of the *constant force of mortality*:

$$\mu_x = \mu \quad \forall x \geq 0$$

- Moivre's Law (which states that the mortality force has to rise in accordance with the individual's age):

$$\mu_x = \frac{1}{\omega - x}, \quad x \leq \omega$$

- Gompertz's Law (based on the force of mortality growing exponentially with age):

$$\mu_x = Bc^x \times x \geq 0, \quad B > 0, \quad c > 1$$

- Makeham's Law (A generalisation of Gompertz's Law, which introduces a constant representing the causes of accidental death independently of the individual's age):

$$\mu_x = A + B \times c^x, \quad x \geq 0, \quad B > 0, \quad c > 1$$

The *mortality tables* are based on the estimate of the annual probabilities of death, which is called the central mortality rate, and which is obtained from the population censuses for each one of the sexes through the following ratio/quotient:

$$q_x = \frac{\text{Number of deaths in a certain period } x \text{ (full years)}}{\text{Number of lives } x \text{ aged in that period (full years)}}$$

Once this series of values is obtained, a mathematical adjustment is made between them and those given by mortality laws such as those mentioned above. The adjustment is made estimating the parameters of the mortality law closest to the values arising from the observations.

After estimating the values of q_x and applying it to l_0 , we obtain the values of l_x and d_x through the following formulas:

$$d_x = l_x \times q_x$$

$$l_{x+1} = l_x - d_x$$

In this particular case, the starting point was the lack of *mortality tables* for the population of Bangladesh. This initial lack of information was initially resolved by trying the effects of using several existing *mortality tables* (CSO-80, GRMF-95), and opting to use the latter, which is more common in Spain and which develops a more familiar mortality for actuaries, and which is also used on numerous and innumerable calculations of pension benefits.

Nonetheless, given that the *mortality table* was evidently not suitable for the real situation in Bangladesh, it was adjusted by means of the following steps:

First.- Adjusting probabilities of death to the *life expectancy* at birth of men and women in Bangladesh.

This initial and non-definitive adjustment, is carried out by applying the *life expectancy* actuarial concept, whose significance is the average number of years which a person with a certain age (x) will manage to live.

Implicit in this concept is the fact that the older a person is at the time the *life expectancy* is measured, the fewer the average number of years he or she is expected to reach.

Therefore, in accordance with what has been said above, the Scheme adjusted the *mortality table* (its probabilities of death) in such a way that the trend thereof is adjusted so that the *life expectancy at birth of men and women* is that which was officially published in 2005 as real by the World Bank, which stands at slightly over 61 years for both men and women, and which is also very even.

Second.- From the continuous standpoint, if we define T_x as *the future life of a person with an age x* whose distribution function is:

$$G_x(t) = P(T_x \leq t)$$

with a *density function* of:

$$g(x_t) = \frac{\partial G_x(t)}{\partial t} = -\frac{S'(x+t)}{S(x)} \geq 0 \quad \forall t \geq 0$$

Assuming the existence of the age limit:

$$\omega / S(\omega) = 0 \leftrightarrow G_x(\omega - x) = 1.$$

The *life expectancy* of a person with an age of x is the average expected value of the variable T_x :

$$\begin{aligned} e_x^0 &= E(T_x) = \int_0^{\omega} t g_x(t) dt = \int_0^{\omega} t \left(-\frac{S'(x+t)}{S(x)} \right) dt \\ &= -\frac{1}{S(x)} \int_0^{\omega} t S'(x+t) dt \end{aligned}$$

Integrating by parts with:

$$\left\{ \begin{array}{l} u = t \rightarrow du = dt \\ dv = S^{(x+t)} dt \rightarrow v = S(x+t) \end{array} \right\}$$

$$\begin{aligned} e_x^0 &= -\frac{1}{S(x)} \left\{ [tS(x+t)]_0^{\omega-x} - \int_0^{\omega} S(x+t) dt \right\} = \\ &= -\frac{1}{S(x)} \left[(\omega-x)S(\omega) - 0S(x) \right] + \int_0^{\omega} \frac{S(x+t)}{S(x)} dt = \\ &= \int_0^{\omega} \frac{S(x+t)}{S(x)} dt = \int_{0,t}^{\omega} p_x dt \end{aligned}$$

In the discrete case, if we consider the previously defined variable K_x , and assume the existence of the age limit

$$\omega / P(K_x = k) = 0 \quad \forall k \geq \omega - x$$

It can be calculated the abbreviated life expectancy of a person aged x , which is simply the average expected value of the random variable :

$$\begin{aligned} e_x &= E(K_x) = \sum_{k=0}^{\omega-x-1} kP(K_x = k) = \sum_{k=0}^{\omega-x-1} k \frac{S(x+k) - S(x+k+1)}{S(x)} = \\ &= \sum_{k=0}^{\omega-x-1} \frac{S(x+k)}{S(x)} = \sum_{k=0}^{\omega-x-1} p_x \end{aligned}$$

From the discrete standpoint, the determination of life expectancy at a generic age “ x ” is given by the following formula:

$$E(x) = \sum_{t=1}^{\omega} {}_tP_x = \frac{1}{L_x} \sum_{t=1}^{\omega} L_{x+t}$$

This calculation of *life expectancy* together with the objective sought, will shape the probabilities of death of the table to be applied, enabling the population of the table to reach ages in a medium/high range with the appropriate amount of *heads*.

The probability of the *mortality table* is readjusted once again in order for *the life expectancy* at birth to be more in keeping with the real experience which the team encountered on site, and it was agreed to use 50 years as the life expectancy at birth for both men and women. Namely,

$$E(0) = 50$$

In other words, we obtain:

$$q'_x = \%kq_x / E(0) = \sum_{t=1}^{\omega} {}_tP_0 = \frac{1}{L_0} \sum_{t=1}^{\omega} L_t = 50$$

Where:

$\%k$ is a constant percentage by which we multiply all the previously estimated annual probabilities of death.

Definitively adjusting the latest probabilities of death of the population to a mortality pattern which might comply with the survival trends shown by the population structure observed in Bangladesh, considering the high degree of child mortality in the country, with a higher trend than was estimated in the chosen *mortality tables*.

Therefore, the methodology proposed below is followed:

1. Two sections are basically established in the tables for modifying mortality: the first from 0 to 10 years of age, and the second for the other ages. By this means child mortality can be modified in a specific way, adjusting the rest of the table to prevent jumps in the *mortality curve* and ensuring a continuation thereof.
2. In order to establish the adjustment of the first tier, in which probabilities of death are decreasing, it was established the probability of survival in a year of a living person at age 'x', is:

$$P_x = \alpha \times x^\beta$$

Where α and β are two parameters to be estimated, x the age of the living person, and P_x the probability of a living person with the age 'x' manages to reach 'x+1' alive.

At least one further equation will be needed in order to find the value of our two unknown amounts.

Taking Naperian logarithms, it could be obtained:

$$\log_e P_x = \log_e \alpha + \beta \cdot \log_e x$$

Doing,

$$Z = \log_e P_x$$

$$a^* = \log_e \alpha$$

$$= \log_e x$$

the expression will be simpler:

$$= a^* + \beta \cdot y$$

The parameters a^* and β are estimated via the two following equations:

$$\sum_{x=1}^9 Z_x = 10a^* + \beta \sum_{x=1}^9 Y_x$$

$$\sum_{x=1}^9 Z_x Y_x = a^* \sum_{x=1}^9 Y_x + \beta \sum_{x=1}^9 Y_x^2$$

Lastly, isolating a^* and β , we get the values of the table to be used.

In the table the following two variables are expressed:

- $E(x)$ already defined above.
- $L(x)$ is the number of persons who from a collective of new-born babies, shall be alive at the age.
- $L(x)$ is defined as the sum of l_0 binomial random variables l_0 which we shall call $(1, p)$ (one for each individual between those l_0 newly born):

$$L(x) = \sum_{i=0}^{l_0} \frac{L(x)^i}{L(x)^i} = \left\{ \begin{array}{l} 1 \text{ (alive); } p = S(x) \\ 0 \text{ (death); } q = F(x) = 1 - S(x) \end{array} \right\} \rightarrow B[1; S(x)] \bullet E(L(x)^i) = S(x)$$

Its mathematical expectancy is the average expected number of people alive at the age (of between) which is represented by l_x :

$$l_x = E(L_x) = E\left(\sum_{i=1}^{l_0} L_x^i\right) = \sum_{i=1}^{l_0} E(L_x^i) = l_0 \times S(x)$$

The *mortality table* read as follows:

Table 4.4.- Mortality Table Adapted to the Spectrum Disaster scenario.

	Men.	Women.		
Age	L'x	E(x)	L'y	E(y)
0	1000000	61,79923773	1000000	61,6099769
1	991993,8075	62,29800757	991881,3461	62,11426109
2	989960,7836	62,42389166	989819,9985	62,24153447
3	988083,6165	62,53868532	987916,7339	62,35759241
4	986228,9343	62,65065258	986036,317	62,47079009
5	984434,4027	62,75756721	984216,9334	62,57887682
6	982737,4137	62,85730286	982496,4873	62,67970299
7	981118,6417	62,95111314	980855,3791	62,77453606
8	979615,2877	63,0369778	979331,3169	62,86133392
9	978189,2898	63,11721034	977885,7074	62,94243549
10	976802,8393	63,19402301	976480,218	63,02007712
11	975437,0631	63,2685036	975095,7146	63,09535843
12	973998,4642	63,34570435	973637,4184	63,17338589
13	972412,7426	63,42943422	972030,0186	63,25800889
14	970568,8502	63,52524036	970160,9613	63,35483313
15	968431,0164	63,63456847	967994,0089	63,46531891
16	965964,0111	63,75877779	965493,4789	63,59083916
17	963170,2605	63,89730586	962661,865	63,73082484
18	960089,4195	64,04779511	959539,3971	63,88289312
19	956816,1525	64,20532457	956222,0528	64,04207096
20	953407,4337	64,36694723	952767,5985	64,20538022
21	949937,8139	64,52899619	949251,6029	64,36911544
22	946462,626	64,68882441	945730,1454	64,53060178
23	943036,4078	64,84392047	942258,4887	64,68730151
24	939676,7802	64,99352509	938854,4793	64,83844736
25	936401,114	65,13692636	935535,7073	64,98331997
26	933226,5438	65,27346072	932319,5197	65,12124893
27	930134,2345	65,40402863	929186,821	65,25314391
28	927087,8025	65,53022516	926100,743	65,38061621
29	924069,1055	65,65282679	923042,9021	65,50445008
30	921042,5384	65,77326883	919977,2297	65,62609514
31	917990,6015	65,89220006	916886,0025	65,74620642
32	914860,8636	66,01156624	913716,1205	65,86674865
33	911654,1816	66,13119963	910468,4638	65,98755193
34	908319,048	66,25284959	907090,8809	66,11038217
35	904839,5374	66,37687615	903567,2651	66,23560212
36	901182,7158	66,50419732	899864,2909	66,36413775
37	897316,2817	66,63563644	895949,2818	66,49681923
38	893191,4471	66,77249635	891772,8787	66,63496047
39	888777,6333	66,91538523	887304,1734	66,77917392
40	884028,1424	67,06536221	882495,9519	66,93052694
41	878914,5891	67,22282935	877319,5569	67,08942348
42	873376,0871	67,38912105	871713,449	67,25720811
43	867420,8229	67,56342967	865686,0285	67,4330638
44	860991,1252	67,74686411	859179,0538	67,6181071
45	854081,3734	67,93898273	852186,989	67,81189009
46	846638,1614	68,1406506	844655,9649	68,01528283
47	838659,8186	68,35127915	836584,4937	68,22768902
48	830114,1271	68,57108199	827940,2065	68,44932125

49	820987,7283	68,79975764	818709,8471	68,67987251
50	811222,5987	69,03809814	808835,0233	68,92013816
51	800796,7287	69,28596221	798293,8194	69,16997228
52	789599,9035	69,54526406	786975,2023	69,43130067
53	777561,4722	69,81690491	774808,2485	69,70502753
54	764589,6008	70,10221709	761700,7404	69,99249119
55	750589,3433	70,40256133	747557,4645	70,29505818
56	735537,1834	70,71776201	732355,5247	70,61254682
57	719392,1483	71,04806695	716054,5218	70,94520189
58	702182,2669	71,39237295	698683,8637	71,2919071
59	683904,6715	71,75028888	680241,8681	71,65226317
60	664557,1289	72,12149362	660727,6301	72,02594102
61	644089,4728	72,50668632	640092,0702	72,41363841
62	622451,0533	72,90669609	618285,8808	72,81618352
63	599572,428	73,32287636	595241,1284	73,23493192
64	575387,2234	73,75677699	570893,3667	73,6714367
65	549885,2778	74,20926554	545235,1721	74,12656436
66	523112,2565	74,68059815	518315,6619	74,60056632
67	495208,0395	75,1697366	490278,9373	75,09239188
68	466335,6931	75,67555134	461292,4474	75,600898
69	436690,4063	76,19661596	431555,8454	76,12464222
70	406437,1654	76,73229767	401238,3545	76,66297878
71	375679,7252	77,28348057	370447,821	77,21678598
72	344522,742	77,8517284	339293,1848	77,78762476
73	313079,2664	78,43943477	307892,018	78,37789069
74	281513,2387	79,04935759	276412,9363	78,99034778
75	250137,2856	79,68272341	245172,6889	79,62622488
76	219383,7145	80,3391553	214606,0836	80,28514371
77	189747,1393	81,01688727	185207,6861	80,9653334
78	161719,1461	81,71306513	157465,9414	81,6639306
79	135731,1289	82,42399417	131805,96	82,37722454
80	112060,5349	83,1472459	108497,0082	83,10277048
81	90845,91896	83,88220036	87668,49632	83,83993485
82	72144,14405	84,6293471	69367,32194	84,5891946
83	55942,32856	85,39084913	53570,28902	85,35270723
84	42199,32938	86,16947377	40225,15411	86,1332436
85	30863,37303	86,9663102	29267,73356	86,93189947
86	21821,82873	87,78102106	20573,19941	87,74834836
87	14879,8325	88,61193374	13936,48599	88,58093177
88	9762,622999	89,45685038	9076,372222	89,42747135
89	6148,68489	90,31312569	5669,275299	90,28534699
90	3707,445697	91,17777866	3386,76029	91,1516096
91	2132,638682	92,0474872	1927,962827	92,02297763
92	1164,63118	92,91812804	1040,565544	92,8953759
93	599,264182	93,78432247	528,3302718	93,76347515
94	286,9349966	94,63805868	249,103059	94,61927773
95	124,3133958	95,47274044	105,9397363	95,45614839
96	45,74842193	96,28459009	38,04627873	96,27014368
97	12,05239636	97,08024554	9,62963747	97,06732594
98	0,967151085	98	0,648324367	98
99	0	0	0	0

This means, for example, that a man who today is 77 years old will live to be 81.01 years old.

With the first two steps, the effect was to increase all the mortality of the population in a constant band to what the original table proposed, an invalid question because the mortality tables used were of developed countries with low child mortality. The complete opposite of Bangladesh.

Consequently, it was critical to resolve this first problem in order to develop the following three phases

d. Margins of mortality in standard tables.

I already explained in the above paragraph.

e. Life expectancy at birth (men and women).

In situ, 50 years for each of them.

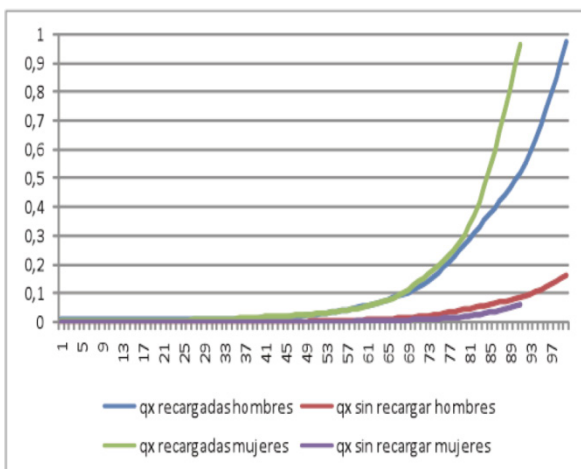
f. Morbidity margin.

I considered the *mortality* for the injured, of 150% of the *standard mortality* of the adjusted tables, in application of the due valuation prudence.

g. Mortality Table: GR-95

I jointly agreed with all *primary stakeholders* involved for men and women adjusted to a life expectancy at birth for both men and women of 50 years.

The Chart below shows a comparison of the *qx* or probabilities of being alive at an age and not reaching the next of the original tables and those increased due to the adjustment in life expectancy at birth.



The first of them shows the range of the table, and the second provides details of up to 61 years.

4.2.4. MACROECONOMIC ASSUMPTIONS.

a. Discount rates

Discount rates to apply to indemnity cash flows, and the date of their validity:

- Regarding the *zero coupon* information interest rate curves of the accident date, I got these official financial information pages from Internet:

Table 4.5.- Yield Rate Structure.

<u>Investment Maturity.</u>	<u>Yearly Rate.</u>	<u>Investment Maturity.</u>	<u>Yearly Rate.</u>
1 Year	3,75%	16 Years	4,23%
2 Years	3,92%	17 Years	4,25%
3 Years	3,93%	18 Years	4,26%
4 Years	3,94%	19 Years	4,27%
5 Years	3,96%	20 Years	4,28%
6 Years	3,98%	21 Years	4,28%
7 Years	4,01%	22 Years	4,28%
8 Years	4,04%	23 Years	4,28%
9 Years	4,07%	24 Years	4,28%
10 Years	4,10%	25 Years	4,28%
11 Years	4,13%	26 Years	4,28%
12 Years	4,16%	27 Years	4,28%
13 Years	4,18%	28 Years	4,27%
14 Years	4,20%	29 Years	4,27%
15 Years	4,22%	30 Years	4,26%

According to the nature of the pension payments, the ages and the durations of the periodical compensations, I understand that the probable payments will have to be inverted at a thirty years rate during the first thirty years, and at a 95 per cent of this return for longer durations. To that aim, I included a risk premium of 1 per cent to the 30-year return as a conservative valuation measure, as we understand that inflation as well as the country risk may be more volatile than expected.

As an additional measure, taking into account the markedly downward trend in the exchange rate of Bangladesh's Taka against the euro until 2005, I increased the discount rate in order to measure its influence on the value of pending benefits.

Historical series up to the last working day of the month of the Taka against the euro is shown in the following Table 4.6:

Table 4.6.- Yield rates structure used as reference by the solution.

<u>Date.</u>	<u>Euro.</u>	<u>Taka.</u>	<u>Date.</u>	<u>Euro.</u>	<u>Taka.</u>
Mar/2002	1,00000	49,8520	Oct/2003	1,00000	67,5784
Apr/2002	1,00000	51,5441	Nov/2003	1,00000	70,0432
May/2002	1,00000	53,3742	Dec/2003	1,00000	74,0194
Jun/2002	1,00000	56,8137	Jan/2004	1,00000	73,3662
Jul/2002	1,00000	56,1529	Feb/2004	1,00000	73,7036
Aug/2002	1,00000	56,7936	Mar/2004	1,00000	72,5421
Sep/2002	1,00000	57,0569	Apr/2004	1,00000	70,7300
Oct/2002	1,00000	57,2659	May/2004	1,00000	73,4612
Nov/2002	1,00000	57,5547	Jun/2004	1,00000	72,0117
Dec/2002	1,00000	60,8129	Jul/2004	1,00000	71,7574

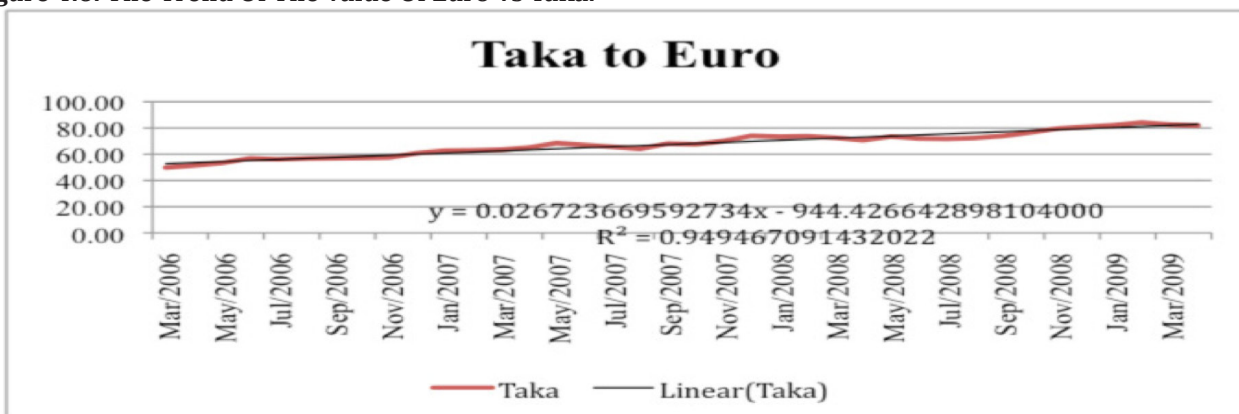
Jan/2003	1,00000	62,6345	Aug/2004	1,00000	72,3460
Feb/2003	1,00000	62,8510	Sep/2004	1,00000	73,8841
Mar/2003	1,00000	63,4125	Oct/2004	1,00000	76,6372
Apr/2003	1,00000	65,0643	Nov/2004	1,00000	79,6149
May/2003	1,00000	68,4923	Dec/2004	1,00000	80,8521
Jun/2003	1,00000	67,0763	Jan/2005	1,00000	82,0540
Jul/2003	1,00000	65,7022	Feb/2005	1,00000	84,2123
Aug/2003	1,00000	64,1531	Mar/2005	1,00000	82,5256
Sep/2003	1,00000	68,0849	Apr/2005	1,00000	81,9398

Source: Currency converter of www.yahoo.es

- **Choosing a Capitalization/Discount Rate.** In this case, the selection has been more standard. In this context, I recommended to all primary stakeholders the contributions to the Spectrum Voluntary Relief Scheme were deposited and invested in Spain. They should be capitalized/ discounted in Spain, at rates applicable in Spain.

A priori the *zero coupon* rates curve was chosen⁶³ at the valuation date, which, however, as the time passed, and on grounds of simplification and limits, was converted into the use of a single discount rate in which inflation was taken into account. This point will be described in further detail below.

Figure 4.6.-The Trend Of The Value Of Euro Vs Taka.



In the above chart, it has been included the line adjusted to the trend of the explanatory function of the exchange rate from 2002 to 2005, with $R^2=94.95\%$ (the closer one gets to one hundred per cent, the more adjusted is the estimate).

Therefore, taking a line of the trend of the exchange rate function which explains with its values the behaviour in 94 per cent of the cases, the exchange values have been estimated starting from June 2009, given that as the intermediaries are known, they have been included in the original list.

63 According to the Autonomous University of Madrid: The temporary structure of interest rates or simply rates curve shows the evolution of interest rates in accordance with their expiry, thus considering assets with identical characteristics and risk which only differ in terms of their expiry. The assets have to have the same liquidity and risk and their prices must be formed in efficient markets (their prices include all the available public and private information), otherwise the correct interpretation of the time structure of interest rates or interest rates curve needs to take into account the possible inefficiencies of the markets on which the assets with different terms are traded.

The interest rates curve is very important as it is used a key reference for the valuation of all types of fixed income assets of all kinds of public, private, national or international issuers. And also because of the information they contain regarding the expectations of agents (on inflation or the bias of monetary policy), it is a vital tool in economic analysis.

Its application is described in many practices and regulations, one of which is set out in the Resolution of the European Parliament, of 22 April 2009, regarding the proposed Directive of the European Parliament and of the Council on the life insurance, access to insurance and reinsurance activity and the exercising thereof (revised version) (COM(2008)0119 - C6-0231/2007 - 2007/0143(COD)), which in article 76 on the valuation of technical provisions of insurance entities, establishes the use of the interest rates time structure for the valuation thereof.

The conclusion is that having preset the compensation amounts with the interested parties in Takas, and even if the fund necessary for constituting the Mathematical Reserve of the pensions is constituted in Spain and in Euros, precisely for this reason, depreciation will play a decisive role in favour of the investment in Euros, given that every year, due to the aforesaid depreciation, fewer Euros will be needed in the fund in order to meet the same commitments in Takas.

This movement can thus be shown in two possible ways in the calculation of the current actuarial value of the probable flows, considering:

- The first option, monthly correction of the Taka's value against the euro, which would imply a calculation with a retrospective reflection of the fund or reserve and the fixed exchange rate on the valuation date and increasing the discount rate as a result of this higher return which the Euros cause on changing them to Takas.
- The second option has been chosen by the Scheme actuarial models because it was more in accordance with the rules for the constitution of mathematical reserves and provisions of the pensions, as it is a wholly prospective method.

In order to find the appropriate discount rate, I evaluated the current actuarial value of the pensions committed in Euros applying the future estimated decreasing exchange rates.

Next the Scheme found the discount rate to be applied so that the actuarial update of the flows in Euros at the initial exchange rate, was the same which has been derived for the previous calculation, turning out to be the discount rate of 9.91% (rounded off, 10%) when considering the future unforeseeable changes in the exchange rate of the two currencies, understanding that in the long term they should always favour the Euro.

c. Other macroeconomic assumptions

- Annual inflation rate applied as shown on the World Bank website for Bangladesh. At the calculation date it was 6% p.a., with estimates which were expected to be downwards in the short/mid term. The rate of 4.5% is used in the calculation;
- Minimum salary for the textile sector in Bangladesh: Having mentioned the sources and the amount thereof in previous parts of this document, 1,500 monthly Takas are chosen in fourteen instalments, i.e. 21,000 annual Takas;
- Exchange of currencies between the euro and the Bangladeshi Taka at the effective date of the calculation. At the calculation date, 79.92 Takas per euro;

4.3. SPECTRUM VOLUNTARY RELIEF SCHEME VULNERABILITY ASSESSMENT MODEL.

4.3.1. BACKGROUND.

The objective of this sub-chapter 4.3. is to describe the methodology jointly designed by all *secondary stakeholders* to assess the capability of the Bangladeshi Legal System to protect both, at macro level, the free exercise of Women Rights and, at micro level, specifically those related to the Inheritance and Children Custody in the complex social, political, religious and cultural environments where those most vulnerable groups live at the time of the factory collapse.

To that end, this Sub-Chapter has been articulated through the following three lines of action:

- I. To identify a **short list of Civil Society Representatives** deeply involved in promoting Women Rights in a complex scenario where: (i) following Manan & Chaudhuri⁶⁴ (2009: 87), *there were an estimated 2000 Development NGOs in Bangladesh and some of them are among the largest organizations in the world* and (ii) *out of almost 1300 NGOs presently registered with the NGO Affairs Bureau Government of Bangladesh⁶⁵, more than 300 list Human Right and Legal Aid as one of their core activities, in terms of support for income generation, educational health service activities, training and other support and providing micro-credit and legal aid and awareness activities* (Ameen, N⁶⁶. 2002) and,
- II. from the mentioned **short list those most reputable Local Social Actors** (i) working both at country level and *grass root level* by the work performed either by them or their Local Social Partners; (ii) fully experienced in gathering *prevalence data of VAW* by them (VAW own records) and (iii) having easy access to the VAW Police/*Thanas* records in those communities where the Widows and their Children live;
- III. Second, to obtain homogeneous VAW data based on agreed:
 - (i) *definitions of prevalence and Violence Against Women” (VAW);*
 - (ii) *Terms of Reference;*
 - (iii) *key indicators* and, finally,
 - (iv) *the scope: the three following scenarios to gather information to assess the actual level of protection of the Women Rights by the Bangladeshi Legal System⁶⁷:*
 - Macro-Country Level, based on the VAW data published by the most representative Bangladeshi media;
 - Messo - District Level, based on total cases filed at 61 *Districts Family Courts and Suppression of Violence against Women and Children Tribunals* (known as *Nari O Shishu Tribunals*) and

64 Mannan, M.A. and Zohir, S.Ch. (2009) "An Inventory and Statistics on Violence Against Women in Bangladesh. Who is doing What and Where. Bangladesh Institute of Development and Studies (BIDS), Sponsored by the Embassy of the Kingdom of the Netherlands (EKN) Bangladesh.

65 The NGO Affairs Bureau (NGOAB) was established in 1990 through an administrative order of the Government. Its prime objective is to provide one-stop service to the NGOs operating with foreign assistance and registered under the Foreign Donations (Voluntary Activities) Regulation Ordinance, 1978. In addition, it facilitates the activities of the NGOs in the country, and ensures their accountability to the state and thereby to the people of the country.

66 Ibid.

67 The Law on marriage in both Bangladesh and Pakistan is governed by the personal laws applicable to each community (Buddhist, Christian, Hindu, Muslim, Parsi or Sikh) and relevant statutory modifications, including the Child Marriage Restraint Act 1929 (CMRA), the Dissolution of Muslim Marriages Act, 1939 (DMMA) and the Muslim Family Laws Ordinance 1961 (MFLO). As all known cases from Bangladesh/Pakistan to date have concerned Muslims, the discussion here is limited to a consideration of Muslim personal laws. Under the Hanafi School of law, the marriage of an adult Muslim, male or female, who has attained puberty and is of sound mind will be void if it lacks either party's consent. A void marriage is not considered to be a marriage in the eyes of the law, and creates no civil rights and obligations between the parties. Civil remedies for forced marriages are available through jactitation of marriage (that is a declaration that the marriage is void for lack of consent), or judicial divorces or other proceedings, as specified under the MFLO or the DMMA. Where it is claimed that a marriage has been contracted, but not consummated, an application may be made for jactitation of declare the marriage void. If the marriage contract includes a right to divorce delegated to the woman by her husband, she may exercise this contractual right and obtain an extra-judicial divorce. Where no such clause is included, she would be required to file an application for divorce in a Family Court under DMMA, on a ground that was recognized as valid under Muslim law (this would include the marriage having been contracted without consent, or of consent having been obtained by duress or coercion). In the case of minors, it is important to note that child marriages may be validly contracted under Muslim personal law. However, even though a minor may be married on the basis of consent provided by his or her lawful guardian (*Wali*), ratification of this consent is necessary when that individual attains puberty. Thus a person forced into marriage as a minor may repudiate the marriage on reaching the age of majority, provided it had not been consummated, by an application before the Family Court under the DMMA. In practice, courts have also granted such applications where it is proved that consummation was forced. Courts also have the power to issue injunctions to prevent a child marriage. Discriminatory family laws, as noted above, and their conservative interpretation, limit the remedies available to women regarding divorce or annulment in cases of forced marriage. Further, women's lack of awareness, and their limited capacity to negotiate their rights, also mean that in many cases women may have no contractual right to a delegated divorce, and will be required to seek a judicial divorce, a lengthy, expensive and uncertain process.

<http://www.soas.ac.uk/honourcrimes/EMarticleHossain.htm> (Last access January 1, 2011)

- Micro- Communitarian Level, based on *prevalence* of VAW cases filed at both Police Stations/ *Thanas* and private records of the local social networks of the Scheme's Social Partners in the communities where the Widows and their Children live and, finally

III. to focus the process in those VAW episodes which capture the most common and widespread forms of VAW (Walby, S.⁶⁸, 2007), which featured the mentioned Bangladeshi VAW spider web, such as:

- Sexual Violence (i.e. *Rape*);
- Physical Violence (i.e. *Acid*) and, finally,
- Harmful Practices (*Dowry*);

and, using as reference the legal local bodies to fight against VAW in Bangladesh, mainly:

- *The Bangladeshi Criminal Law*⁶⁹;
- *The Prevention of Oppression Against Women and Children Act (2000)*;
- *The Women and Children Repression Prevention (Amendment) Act (2003)*;
- *The Prevention of Acid Offences Act 2002 (Acid Aparadh Daman Ain 2002)*;
- *The Acid Control 2002 (Acid Niyantaran Ain 2002)* and, finally,
- *The Dowry Prohibition Act (1980)*⁷⁰ and, finally,

IV. Third, to assess on the capability of the actual Bangladeshi Legal System to protect the Women Rights based on the prevalence VAW data obtained from the following state mechanisms:

- *Districts Family Courts*;
- *Suppression of Violence against Women and Children Tribunals* and, finally,
- Police Stations in the communities where the Spectrum Widows live.

68 Walby, Sylvia (2007): "Indicators to Measure Violence Against Women". Working Paper 1, Expert Group meeting on Indicators to measure Violence Against Women, Geneva, 8-10 Oct. Switzerland.

69 The Criminal Law as a women relief in Bangladesh in the Penal Code (Act XLV of 1860) can be analyzed in the following manner:

- Kidnapping and Abduction (u/s 359-368);
- Wrongful Restraint/Confinement (u/s 339-344);
- Slavery/Forced Labour (u/s 370-374);
- Bigamy Attacks on Monogamy, Fraud, Deceit (u/s 493-498);
- Offence Affecting Body/Life (u/s 299-377);
- Causing Miscarriage (u/s 312-318);
- Hurt (u/s 319, 326 and 328);
- Criminal force and assault (u/s 349-352, 354-358);
- Rape (u/s 375-376) and, finally,
- Acid throwing (u/s 376 A)

70 Published in Bangladesh Extraordinary Gazatte, dated 26th December, 1980.

a. Selecting social partners to gather prevalence of VAW data.

I selected Social Partners (NGO) using a *Top-Down Approach* (from NGOs promoting Human and Women Rights at Country Level, to other Human Rights representatives participating actively in Women Rights Awareness Programs at Micro-Communitarian Levels) and based on the following two selection criteria:

- Civil Society Actors with a wide Macro-Country presence and fully engaged in promoting and/ designing Women Rights through Advocacy and Awareness National Programs, among others and,
- Civil Society Actors with both direct or indirect presence at grass root levels, either independently or through alliances/ networking with other Local Social Partners in the communities where the Widows and their Children live and (ii) access to the VAW records kept by Police Stations/ *Thanas* and Family Courts in the communities where the Widows live.

Based on that I run this research based on the works done initially by Manan & Chaudhuri⁷¹ (2009: 87-89) who catalogued 36 organizations from the Bangladeshi Civil Society which have traditionally been involved in activities linked to the promotion and protection of Bangladeshi Women's Rights (See following Table 4.7)

Table 4.7.- List of NGOs included in the work identified by Manan & Chaudhuri (2009)

	Social Actor Name.		Social Actor Name.		Social Actor Name.
1	Ain o Salish Kendra(ASK)	13	Sudhi Janokalyan Mahila Samity (AMS)	25	Sylhet Jubo Academy (SJA)
2	Bangladesh Mahilla Parishad (BMP)	14	Angila Mahila Samity (AMS)	26	Shapla.
3	Bangladesh Legal Aid and Services Trust (BLAST)	15	Dusthya Mahilla Kalyan Sangstha (DSKS)	27	Wave Foundation.
4	Bangladesh National Women Lawyers Association (BNWLA)	16	Madaripur Legal Association (MLAA)	28	Pallisree.
5	Bangladesh Rural Advancement Committee (BRAC)	17	Bangladesh Institute of Theatre Arts (BITA)	29	Bangladesh Society for the Enforcement of Human Rights (BSEHR)
6	Naripokho (NP)	18	Durbar Network.	30	Sabolom Unnayan Samity (SUS)
7	Steps Towards Development.	19	Young power in social Action (YPSA)	31	'Amrai Pari' Paribaric Nirjaton Protirodh Joth.
8	Odhikar.	20	Integrated Social Development Effort (ISDE)	32	Khagrapur Mahila Kallyan Samitti (KMKS)
9	Rangpur Dinajpur Rural Services (RDRS)	21	Ensure Legal Support Through Local Movement and Action (ELLMMA)	33	Solidarity.
10	Bachta Sekha.	22	ANONDO.	34	Speed Trust.
11	Concerned Women for Family Development (CWFD)	23	Community development Centre (CODC)	35	Social Development Society (SDS)
12	Nijera Kori.	24	Bangladesh Manipuri Mahila Kalayan Samity (BMMKS)	36	Nari Maitree.

Source: Manan & Chaudhuri⁷² (2009)

Then, starting with the 36 NGOs included in Table 4.7 above, a limited number of institutions of the Civil Society could be narrowed down, using two criteria:

- their involvement/development of promotion and protection programs of the abovementioned Bangladeshi Women's Rights and
- their active presence, by themselves or through third parties (e.g. local social networks), in the communities where the Widows and their Children live (See Table 4.8)

⁷¹ Ibid.

⁷² Ibid.

Table 4.8.- Major NGOs Working in the districts/ communities where the Spectrum Widows live.

Division.	District.	Number of Widows.	NGOs.
DHAKA.	Dhaka.	Seven.	ASK, BNWLA, Naripokkho, Odhikar, Nari Maitree, Steps Towards Development, Wave Foundation, BLAST, BRAC and BMP.
	Gazipur.		SJMS and Banchte Sekha.
	Netrakona.		SUS and BMP.
CHITTAGONG.	Madaripur.	One.	MLAA.
	Chittagong.		ISDE, ELLMA, BITA, YPSA and CWFD.
	Khagrachari.		KMKS.
RAHSHAHI.	Laxmipur.		CODC and Nijera Kori.
	Dinajpur.	One.	Pallisree and Durbar Network.
	Kurigram.	Two.	Solidarity and RDRS.
KHULNAL.	Natore.	Two.	Shapla and BSEHR.
	Chudanga.	Four.	Wave Foundation.
	Jessore.		Banchte Sekha and Odhikar.
BASISA.	Barisal.		Speed Trust and SDS.
	Bhola.		DSKS, AMS and BRAC.
SYLHET.	Sylhet.		SJA, KMKS and BLAST.
	Sunamgonj.		BRAC and BMP.

Source: Manan & Chaudhuri⁷³ (2009) and the Author.

b. Short Listing Social Players

This new selection stage implied to apply two following additional criteria to the previous short list of Civil Society representatives, obtained in the previous Sub-chapter:

- b.1. *Years of Experience;*
- b.2. *Origin of the Income Sources* and

b1. Years of Experience

I applied this new criteria to guarantee that the relevant Social Partner selected had:

- an appropriate knowledge of this complex environment where the Spectrum Widows live;
- the necessary *capabilities* to evaluate independently the prevalence VAW data obtained from both formal (official Bangladeshi mechanisms to record prevalence VAW data) and those informal VAW data records compiled privately by the *solution's* Social Local Partners, at grass root level, needful to evaluate the effectiveness of the legal system in place to protect the free enjoyment of the compensations derived from the Spectrum *solution* by the Widows and, finally,
- experience in conducting *Monitoring and Accompanying Programs* to protect the free enjoyment of the Widows' compensations in their community of residence.

Thus, the criteria selected those Social Partner's with an active participation in Promotion, Awareness and Monitoring Social Projects for Women's Rights during the previous 25 years, either by themselves or by their local social networks.

⁷³ Ibid.

Table 4.9.- Breakdown of key NGOs working in districts/ communities where Spectrum Widows live by years of experience.

Name of NGOs.	Year of Experiences.	Conclusion.
ASK.	24 years (since 1986)	Pass.
BNWLA.	31 years (since 1979)	Pass.
NARIPOKKHO.	27 years (since 1983)	Pass.
ODHIKAR.	15 years (since 1995)	Fail.
NARI MAITREE.	27 years (since 1983)	Fail.
STEPS TOWARDS DEVELOPMENT.	17 years (since 1981)	Fail.
WAVE FOUNDATION.	19 years (since 1979)	Fail.
BLAST.	17 years (since 1981)	Fail.
BRAC.	38 years (since 1972)	Pass.
MLAA	31 years (since 1978)	Pass.

b2. Funding Sources

I applied a second criteria in selecting the appropriate Civil Society organizations by performing a brief *Due Diligence*⁷⁴ related to their:

- (i) funding sources and
- (ii) origins of their donors, whether Local and/or International.

Table 4.10.- Breakdown of key NGOs working in districts/ communities where Spectrum Widows live by International Donors.

Name of NGOs.	Funding Sources.
BNWLA.	Oxfam (Netherlands), (SIDA) Swedish, Plan Bangladesh, Save the Children (Sweden and Denmark) and Group for Development (France)
Naripokkho.	DFID (UK), UK-Aid, UNICEF and ARROW (Asia- Pacific Resources and Research for Women- Malaysia)
Odhikar.	Not Available.
Nari Maitree.	Action Aid Bangladesh, SCLD (Denmark), European Commission, UNFPA, UNDP and Concern Bangladesh.
Steps Towards Development.	Netherlands has been its traditionally main source of funding.
Wave Foundation.	DANIDA (Denmark), Action Aid Bangladesh and Micro-credit Program of the NGO.
BLAST.	DFID (London), Oxfam (London) and the Norwegian Embassy.

4.3.2. OBTAINING HOMOGENEOUS VAW DATA

As it was mentioned at the beginning of this Sub-Chapter, once I selected the Social Partners, these *secondary stakeholders* (BNLWA and Naripokko), developed a comprehensive procedure to both (i) manage the mentioned VAW data mining process and (ii) gather homogeneous and relevant VAW information, based on agreed:

⁷⁴ Following Wikipedia a Due Diligence is a term used for a number of concepts involving either an investigation of a business or person prior to signing a contract, or an act with a certain standard of care. It can be a legal obligation, but the term will more commonly apply to voluntary investigations. http://en.wikipedia.org/wiki/Due_diligence (Last entry December 31, 2010)

- definitions of *prevalence* and VAW;
- *Principles* to articulate the data mining process;
- *Terms of Reference* to conduct the research on the field;
- *key indicators* to assess the actual level of protection of the Women Rights;
- *VAW episodes* which featured this third *spider web*.

a. Definition of Prevalence of VAW Data

I articulated the VAW Data Mining Strategy on the idea of *prevalence* based on:

- the conclusions derived from the UNFPA⁷⁵, Report 2000, which stated that in Bangladesh Wife Abuse was the most common but least reported crime⁷⁶;
- statistics of *Wife Abuse* were notoriously under-represented (Ameen⁷⁷, N, 1995: 85-100);
- women who have been abused may prefer to keep the fact to themselves and when they do respond, they may overestimate or, more commonly underestimate the amount of violence they have suffered (Davis⁷⁸, M. 1994);
- researches in Bangladesh which also demonstrated that Wife Abuse generally was not being recognized as an issue (noting that only Dowry offences which were grievous or result in death become an issue (Ameen⁷⁹, N., 2005)) and, finally,
- the *prevalent* attitude towards women, in most cases complaints are not recorded properly by the police. (Ameen⁸⁰, N., 2005)

Then, based on the five issues, I articulated the VAW data mining strategy over the concept of *prevalence*, clearly defined by the UN 2007 Report⁸¹ and Walby⁸², S. (2007) as:

"...the proportion of the population that has experienced violence in a given period, usually either (adult) life-time or the previous year..."

Thus, according to Walby⁸³, S (2007), the notion of *prevalence* captures the particular and specialized nature of *domestic violence* as a coercive course of conduct, a series of related occurrences, rather than a one-off event.

75 UNFPA Report and Ishrat Shamin. Case Study on Violence in the Family". A report prepared by Shamim, presently professor, Department of Sociology, Dhaka University, July 1997.

76 The UNFPA Report stated that 47% of Bangladeshi women experience physical assault by husband and men: "in Bangladesh, the gender based violence is endemic and it takes place in various forms such as wife-beating, rape, acid throwing, trafficking, sexual harassment as well as verbal and psychological abuse.

77 Ameen, Nusrat (1995) "Violence in the Home: Breaking the Cycle in Bangladesh". Dhaka University Studies. Part F, Vol. 6 No 1 (June 1995): 85-100.

78 Davis, Miranda (1994) "The Hidden Problem: Domestic Violence; Understanding the Problem" (From the United Nations Resource Manual Strategies for Confronting Domestic Violence) in Women and Violence (London and New Jersey: Zed Books Ltd.). 1-9 at 4.

79 Ameen, Nusrat (2005) "Wife Abuse in Bangladesh. An Unrecognized Offence" The University Press Limited (Dhaka, Bangladesh): 5-6.

80 Ameen, Nusrat (2005) "Wife Abuse in Bangladesh. An Unrecognized Offence" The University Press Limited (Dhaka, Bangladesh): 8.

81 United Nations (2007) "Indicators to Measure Violence Against Women ". Expert Group Meeting. Geneva 8-10 October. Switzerland.

82 Sylvia Walby, 'Developing Indicators on Violence Against Women', published by the Department of Sociology, Lancaster University, Lancaster LA1 4YL, UK available at: <http://www.lancs.ac.uk/fss/sociology/papers/walby-Indicatorsgenderbasedviolence.pdf> (Last entry October 14, 2011)

83 Ibid.

b. Agreeing on a joint definition of VAW

Although, following Ellsberg⁸⁴, M. and Heise, L. (2005): “... *there is still no universally agreed-upon terminology different regions, and are derived from diverse theoretical perspectives and disciplines...*”, I used as reference the following VAW definition:

- *for referring to violence against women. Many of the most commonly used terms have different meanings in*

“... as any act of gender-based violence that results in, or is likely to result in, physical, sexual or mental harm or suffering to women, including threats of such acts, coercion or arbitrary deprivation of liberty, whether occurring in public or in private life, including sexual, physical, or emotional abuse by an intimate partner; physical or sexual abuse by family members or others; sexual harassment and abuse by authority figures (such as teachers, police officers or employers); trafficking for forced labour or sex; and such traditional practices as forced or child marriages, dowry-related violence; and honour killings, when women are murdered in the name of family honour...”

And, in order to make it more comprehensive, holistic and adapted locally to this complex scenario I also considered the following issues arisen from the following VAW definitions:

- **Article 2 of the Resolution A/RES/48/104⁸⁵:**

“... Physical, sexual and psychological violence occurring in the family, including battering, sexual abuse of female children in the household, dowry-related violence, marital rape, female (...) and other traditional practices harmful to women, non-spousal violence and violence related to exploitation and Physical, sexual and psychological violence occurring within the general community, including rape, sexual abuse, sexual harassment and intimidation at work, in educational institutions and elsewhere, trafficking in women and forced prostitution...”

It also encompassed other VAW definitions that clearly included features typical and drawn from the negative consequences that the accident had on the Widows' lives and on the lives of their In-Law Family Members.

Among them, those proposed by:

- **CEDAW⁸⁶ as:**

“... a form of discrimination that seriously inhibits women' s ability to enjoy rights and freedoms on a basis of equality with men ...”

This definition was subsequently used to draft key indicators to evaluate *discriminatory and exclusion* processes to which the Spectrum Widows were subject by their in-laws and other family members, immediately after the factory collapse, in particular, all those aspects related to the restrictions in the use of their Rights such as Inheritance and Children Custody;

⁸⁴ Ibid, page 11.

⁸⁵ Physical, sexual and psychological violence perpetrated or condoned by the State, wherever it occurs.

⁸⁶ CEDAW Violence against women General Recommendation No. 19, A/47/38. (General Comments) Eleventh session, 1992<http://www.unhcr.ch/tbs/doc.nsf/0/300395546e0dec52c12563ee0063dc9d?opendocument>

- **CEDAW in its Article 1 as:**

“... “gender-based violence” is violence that is directed against a woman because she is a woman or that affects women disproportionately ...”.

This definition was subsequently applied by the secondary stakeholders to draft key indicators to assess the triple risk faced by the Widows magnified by dint of: (i) gender; (ii) status derived from their widowhood and (iii) as a mother of only daughters (100% of the Widows with daughters did not receive any compensation granted by the Scheme;

- **General Recommendation No. 19 (11th Session, 1992), point 5 and, specifically, the Articles 2(f), 5 and 10(c)** which directly affects the sustainability of the contributions derived from the solution in the Paras where the Widows and their children live: *“... Traditional attitudes by which women are regarded as subordinate to men or as having stereotyped roles perpetuate widespread practices involving violence or coercion, such as Family Violence and Abuse, Forced Marriage, Dowry Deaths, Acid Attacks ...”.*

All these factors were weighed by the *secondary stakeholders* to derive key indicators required to evaluate the real effectiveness of the Bangladeshi legal system on protecting Women’s Rights at two out of the three levels proposed by the *solution*: Macro-Country and Meso-Community.

Thus, following this Recommendation, *“... Such prejudices and practices may justify gender-based violence as a form of protection or control of women. The effect of such violence on the physical and mental integrity of women is to deprive them the equal enjoyment, exercise and knowledge of Human Rights and Fundamental Freedoms.*

While this comment addresses mainly actual or threatened violence the underlying consequences of these forms of gender-based violence help to maintain women in subordinate roles and contribute to the low level of political participation and to their lower level of education, skills and work opportunities...”.

These issues were also considered by the *solution* to point other indicators that could measure the influence of other negative factors that, at a Micro-Family level had a negative influence on all those *exclusion* processes during the free use of the Inheritance and Custody Rights of the Spectrum Widows and their Children after the Spectrum Disaster;

- **Vienna Declaration and Program of Action⁸⁷** (1993) as *“... Gender-based violence and all forms of sexual harassment and exploitation, including those resulting from cultural prejudice and international trafficking, are incompatible with the dignity and worth of the human person, and must be eliminated. This can be achieved by legal measures and through national action and international cooperation in such fields as economic and social development, education, safe maternity and health care, and social support...”*

⁸⁷ The Vienna Declaration and Program of Action (Article 18), as adopted by the World Conference on Human Rights on 25 June 1993, stated clearly that: *“...The human rights of women and of the girl-child are an inalienable, integral and indivisible part of universal human rights. The full and equal participation of women in political, civil, economic, social and cultural life, at the national, regional and international levels, and the eradication of all forms of discrimination on grounds of sex are priority objectives of the international community. Gender-based violence and all forms of sexual harassment and exploitation, including those resulting from cultural prejudice and international trafficking, are incompatible with the dignity and worth of the human person, and must be eliminated. This can be achieved by legal measures and through national action and international cooperation in such fields as economic and social development, education, safe maternity and health care, and social support. The human rights of women should form an integral part of the United Nations human rights activities, including the promotion of all human rights instruments relating to women. The World Conference on Human Rights urges Governments, institutions, intergovernmental and non-governmental organizations to intensify their efforts for the protection and promotion of human rights of women and the girl-child...”*
[http://www.unhcr.ch/huridocda/huridoca.nsf/\(symbol\)/a.conf.157.23.en](http://www.unhcr.ch/huridocda/huridoca.nsf/(symbol)/a.conf.157.23.en) [http://www.unhcr.ch/huridocda/huridoca.nsf/\(symbol\)/a.conf.157.23.en](http://www.unhcr.ch/huridocda/huridoca.nsf/(symbol)/a.conf.157.23.en) (Last access December 25, 2010)

This definition was also applied by all *secondary stakeholders* to identify the specific indicators that allowed to study those cultural prejudices – *ill omens*⁸⁸ - typical of condition acquired by the Spectrum Widows as a result of the accident and, in particular, in all aspects related to the exclusion from the community, such as: (i) attending functions such as an engagement, wedding or *pooja*⁸⁹; (ii) the forbidding of wearing jewels, coloured clothes, flowers, *mehdi*, bindi, glass bangles; (iii) exclusion from any participation in religious ceremony or (iv) finally, prevention from sleeping on cots, among others.

c. The solution VAW Data Mining Principles

I articulated the VAW Data Mining Strategy in accordance with the following Principles:

- **Equality.-** To draw conclusions to enable to design the monitoring and follow-up programmes, which could, using Sen's words, to *empower* the Spectrum Widows moving them from being *passive receptors*⁹⁰—of compensation granted by different Scheme initiatives, to become *agents of change*, at a family and community level, Sen⁹¹ (2000, 233)
- **Liberty.-** To understand the reasons which prevented the Widows to freely enjoy their relief scheme entitlements and critical to raise the awareness among the *Act (2006)* makers;
- **Dignity,** to evaluate the quality of the support and the treatment provided to the Spectrum Widows by the all stakeholders (primary and secondary) present and active at grass root level.

Three Principles – *Equality, Liberty and Dignity* – totally in harmony with strategies for addressing VAW, approved by the 85th Plenary Meeting of the United Nations General Assembly (Resolution A/RES/48/104⁹²), under the title “*Declaration on the Elimination of Violence Against Women*”, which set as a strategic priority: “... the urgent need for the universal application to women of the rights and principles with regard to equality, security, liberty, integrity and dignity of all human beings...”

d. Terms of reference of the VAW data gathering Process

All *secondary stakeholders* articulated the strategy of the *solution* proposed based on the following agreed set of *Terms of Reference* adapted from other international research projects, such as the *WHO Multi-Country Study on Women's Health and Domestic Violence against Women*⁹³ in order to obtain:

88 Following Tamil Cube Dictionary, *ill omen (Ilabhāgya)* is linked to the following meanings: (i) luckless; (ii) unlucky; (iii) unfortunate; (iv) a luckless person and finally (v) ill luck.
<http://www.dictionary.tamilcube.com/bengali-dictionary> (Last entry December 25, 2010)

89 Following Wikipedia, *Durga Puja* means *Worship of Durga*. It also referred to as *Durgotsava* (Festival of Durga), is an annual Hindu festival in South Asia that celebrates worship of the Hindu goddess *Durga*. It refers to all the six days observed as *Mahalaya, Shashthi, Maha Saptami, Maha Ashtami, Maha Navami* and *Bijoya Dashami*. The dates of *Durga Puja* celebrations are set according to the traditional Hindu calendar and the fortnight corresponding to the festival is called *Devi Paksha* (Fortnight of the Goddess)

Devi Paksha is preceded by *Mahalaya*, the last day of the previous fortnight *Pitri Pokkho* (“Fortnight of the Forefathers”) and is ended on *Kojagori Lokkhi Puja* (Worship of Goddess Lakshmi on Kojagori Full Moon Night)

Durga Puja is widely celebrated in the Indian states of West Bengal, Assam, Jharkhand, Orissa and Tripura where it is a five-day annual holiday. In West Bengal and Tripura which has majority of Bengali Hindus it is the biggest festival of the year. Not only is it the biggest Hindu festival celebrated throughout the State, but it is also the most significant socio-cultural event in Bengali Society.

Apart from eastern India, *Durga Puja* is also celebrated in Delhi, Uttar Pradesh, Bihar, Maharashtra, Gujarat, Punjab, Kashmir, Karnataka and Kerala.

Durga Puja is also celebrated as a major festival in Nepal and in Bangladesh where 10% population are Hindu.

http://en.wikipedia.org/wiki/Durga_Puja (Last entry October 22, 2010)

90 See the discriminatory treatment suffered by the Widows gave by the main International Buyers through the Friendship Scheme.

91 Amartya Sen (2000) “Desarrollo y Libertad”. Planeta. Buenos Aires.

92 [http://www.unhchr.ch/huridocda/huridoca.nsf/\(symbol\)/a.res.48.104.sp?opendocument](http://www.unhchr.ch/huridocda/huridoca.nsf/(symbol)/a.res.48.104.sp?opendocument) (Last entry October 20, 2010)

93 <http://www.who.int/gender/violence/multicountry/en/> (Last entry January 2, 2011)

- valid estimates of the *prevalence* VAW data at the three mentioned levels;
- frequencies, in terms of physical, sexual and emotional VAW episodes, with particular emphasis on specific VAW episodes perpetrated by the Widows' in-laws and other family members and their negative consequences derived from them in the subsequent free entitlement to the compensations granted under the terms of the *solution* (*ex-post* Spectrum Disaster scenario) and, finally,
- any factors that could be identified to protect the enforcement of Women's Rights, in particular, those Rights related to Inheritance and Children Custody.

e. **The solution's criteria to select key indicators to gather VAW data**

In order to select the key indicators to assess the real effectiveness of the Bangladeshi Legal System to protect Women's Rights, I followed the recommendations proposed by Walby, S.⁹⁴ (2007):

- ***"... The indicators should summarize complex data ..."*** In other words, the indicators should be capable of summarizing the complex reality which featured the *spider web knitted* through relations of the Widows and their Children in their communities of residence;
- ***"... The indicators should be unambiguous and easy to interpret... "*** In order to avoid any misinterpretation, the indicators should be based on other previously used in other experiences (i.e. those included in the UN⁹⁵ (2007) Report) ...".

Consequently, the indicators should enable to assess whether an improvement or deterioration has occurred, comparing three key moments in Widows' lives:

- as spouse of the deceased worker and living within the family's *Para* (period before the accident);
- as *excluded* person by their in-laws family members (moments immediately before the accident) and, finally,
- as *excluded* person having been banished from her husband household (period after the accident);
- ***"... The indicators should be meaningful and relevant to policy makers, service providers and the wider public ..."*** In other words, the experience learnt from the *solution* should be used by the *Act (2006)* as a reference;
- ***"... The indicators should be capable of being supported by robust and reliable quantitative data..."*** Although this is one of the solution's weakest points (dispersion, duplicity and lack of appropriate and updated records of VAW cases at levels Macro-Country and Meso-Community, among others), the problem arising from the lack of a robust and reliable data was in part resolved by drawing on other sources of information, for instance: (i) Administrative (Police Station/*Thanas* and Family Courts) and (ii) VAW dated acquired by Civil Society organizations;
- ***"... The indicators should be regular at intervals and be comparable over time and between countries and populations groups..."*** Although the Scheme gathered *prevalence VAW data* roughly corresponding to the last decade (2000-2010) for some types of VAW, the level of quality did not guarantee a "reasonable assurance" and therefore the reduced adequacy to compare with

94 Ibid.

95 Ibid.

other realities and geographical areas. Nevertheless, the study revealed a rate of VAW prevalence sufficient to justify the working hypothesis underpinning the *solution*.

Finally, the expected prevalence data of VAW to be obtained through these indicators should be:

- **consistent** with the previously agreed VAW definition;
- **appropriate** to assess the effectiveness of the Bangladeshi legal system on the protection of women's r starting from the VAW cases within the family that were selected by the secondary stakeholders involved and, finally,
- **linkable** with other adjacent fields, in order to facilitate the mainstreaming of VAW into data collection and policy development.

f. The Terms of Reference

In order to manage consistently the implementation of the strategy, all *secondary stakeholders* jointly approved the following set of definitions:

- **Range of Perpetrators.** In order to become the *solution* reasonably effective in time and cost terms, the *scope* of the surveyed subjects was reduced only to those key potential VAW actors that might in the future be directly or indirectly involved in VAW cases against the Spectrum Widows;
- **Time-Period.** All *secondary stakeholders* identified three time periods to gather VAW data to assess the effectiveness of the Bangladeshi legal system in the protection of Women's Rights:
 - **Macro-Country Level:** 10 years data compiled by ASK from the main Bangladeshi newspapers on a limited number of VAW cases, such as: (i) *Rape*; (ii) *Dowry* and (iii) *Acid*;
 - **Meso-Community Level:** Last 3 years data gathered by BNWLA from the Formal Justice Institutions, specifically those related to the Districts *Family Courts*" (61) and *Suppression of Violence Against Women* and "*Children Tribunals* (29) and, finally,
 - **Micro-Family Level:** starting immediately after the marriage of the Spectrum Widow to the deceased worker to the date immediately before the payment of the last compensation committed under the terms of the *solution*.
- **Population.** The areas of the population which were targeted by the *secondary stakeholders* included the following:
 - **Macro Country level.-** Those aggregated national VAW data reported by the media of women who have been victims of violence (*Rape, Dowry* and *Acid*, mainly) (This data is published annually by ASK);
 - **Meso-Communitarian Level.-** Those aggregated statistics by age, category of violence and by the community where the Spectrum Widows lived and, finally,
 - **Micro- Family Level.-** Those individual data gathered from the individual surveys carried out on 100% of the widows, their children and in -laws/heads of household.

g. The scope of the VAW data mining process.

This third phase included the identification of those VAW episodes which, being a direct or indirect consequences of the complex reality where the Spectrum Widows live.

VAW episodes needful to assess a legal system to protect Women Rights rooted in the Muslim Personal Law⁹⁶, where, following Khan⁹⁷, S. (1988), *the most important events in a woman's wife – Marriage, Divorce, Custody of Children, Inheritance are governed by Personal Laws which are based on the Qur'an and Hadith* but Civil Law was also applicable in some areas relating these issues and, consequently it is hard to establish the logic regarding the jurisdiction of each and responsible.

VAW episodes needful also to understand the negative consequences derived from an complex this third *legal spider web* where Women/Widows Rights, such legal figures, such as Purchase, Sale and Other Litigations Regarding Property are actually governed by the Civil Law but other -Inheritance of Property - are governed by the *Bangladeshi Muslim Personal Law*⁹⁸, approved in 1937 through an Act (1937) of general application to all Muslims of Bangladesh⁹⁹ and in which Article 2.- *Application of Personal Law to Muslims, stated that:*

"...any custom or usage to the contrary, in all questions (save questions relating to agricultural land) regarding intestate succession, special property of females, including personal property inherited or obtained under contract of gift or any other provision of Personal Law, marriage, dissolution of marriage, including Talaq¹⁰⁰, Ila¹⁰¹, Zihar, Lian, Khula and Mubaraat, Maintenance, Dower, Guardianship, Gifts, Trusts and Trust Properties, and Wakfs¹⁰² (other than charities and charitable institu-

96 Following Raihanah, A. & Siddiqua, A. the application of the Islamic Law in India was based on the Muslim Personal Law (Sharia) Application Act of 1937. Following the mentioned scholars, the name of this Act implies that Islamic Law is only applicable only on personal matters. Reversely to its name, the Act 1937 was not regarded as a code of family law since the Act has not provision whatsoever relating to the substance of family matters.

The Act furthermore was too brief and short to be considered as a code of family law. Noting that there were in fact little legislation relating to family matters in India, such as: (i) *The Child Marriage Restraint Act 1929*; (ii) *the Dissolution of Muslim Marriages Act 1939*; (iii) *the Bengal Mohammedan Marriage and Divorce Registration Act 1876 and the Kazis Act 1880*, but these legislations exist in a piecemeal fashion.

The Child Marriage Restraint Act 1929 (known as *Sarda Act*) was a general law codified for all Indians irrespective of religion. The Act of 1876 has prescribed forms for registrations of marriages and various kinds of divorces but it is voluntary in nature. Under the Act of 1880 the Qazis, if invited to a marriage, record it into a register called *Nikahnama*.

The most representative reforms were (i) the section 112 of the *Indian Evidence Act 1872*, that ruled that a child is legitimate when it is born during the wedlock or within 280 days after its dissolution unless it can be proved that the couple has no access to each other during the time when the child was conceived and (ii) *Child Marriage Restraint Act 1929*, focused on apostasy, the Act 1939 has categorically abandoned the traditionally Islamic Law approach, thus ignoring the fact that apostasy ipso facto terminates a marriage under Islamic Law.

The most important law that has been passed to reform Islamic Family Law in Pakistan is the *Muslim Family Law Ordinance 1961 (MFLO)* The core Family Law in Bangladesh is the *Muslim Family Ordinance 1961*. This Ordinance was promulgated to give effect by the then President of Pakistan (March, 2nd, 1961) and the Military Government of Bangladesh legislate an ordinance in 1985 for establishment of the family Court for adjudication of Muslim Family problems relating to:

- Dissolution of Marriage;
- Restitution of Conjugal Rights;
- Dower;
- Maintenance;
- Guardianship and custody of children.

The imposition penalty by MFLO renders a little more force than the *Bengal Mohammedan Marriage and Divorce Registration Act 1876 and the Kazis Act 1880*. The penalty imposed is to encourage Muslim couples to register their marriages being the main reason is to avoid false claims of maintenance and denial of a valid marriage which are likely to arise from non-registration marriage. In this context, *Muslim Marriage and Divorces registration Act 1974* has made registration of marriage and divorce compulsory. The Act of 1974 amended section 3 of the MFLO relating to registration.

97 Khan, Salma (1993) *The Fifty Percent. Women in Development and Policy in Bangladesh*. University Press Limited. Dhaka (Bangladesh)

98 Muslim Personal Law (*Shariat*) Application Act [XXVI of 1937] For Statement of Objects and Reasons, see Gazette of India, 1935, Part V, page 136, and for Report of Select Committee, see *ibid*, 1937, Part V, page 235.

This Act has been applied to the partially excluded areas of the Mymensingh District from the 20th January, 1944, see Bengal Government Notification No. 131-F, dated the 15th January, 1944.

99 Substituted by Act VIII of 1973, as amended by Act LIII of 1974 (with effect from the 26th March, 1971), for Pakistan.

100 Following Wikipedia *Talaq* is the Islamic term for divorce. *Talaq* is used to end a marriage, or *Nikah*, under the terms of Islamic Law (*Sharia*).

The rules for *Talaq* vary among the major Islamic schools of jurisprudence. Most importantly Shia and Sunni Muslims have different rules for performing a *Talaq*. Sunni practice requires no witnesses, and allows a husband to end a relationship by saying the triple *Talaq*. Shi'a scholars view the triple *Talaq* as a *Jahiliyya* (pagan pre-Islamic) custom, forbidden by Muhammad, but reinstated by Umar ibn al-Khattab, and thus Haraam (forbidden). Sunni scholars agree to the facts, but deem it Halal (lawful) anyway <http://en.wikipedia.org/wiki/Talaq> (Last access January 3rd, 2011)

101 Types of *Talaq*: (i) *Talaq-ul-sunnat*, Prophet Mohammad said man should live with his wife with respect and should leave with kindness, *Talaq-ul-Sunat* again has two forms (a) *Talaq-ul-Ahasan*, in it *Talaq* is pronounced after first and between second menstruation period of the wife, if after first period second period does not come, divorce is canceled. *Talaq-ul-Hasan*, in it *Talaq* is pronounced after three menstruation periods. *Talaq-ul-Biddat*, in it *Talaq* is pronounced after one period, however it is criticized by lots of muslims, *Talaq-ul-Tafweez*, *Talaq-ul-taleeq* then it comes to constructive type of *Talaq* ie *Talaq* by ILa, *Talaq-by-Lich*, *Talaq* by *Zihar*, *Talaq* by *Fashak* and at last *Talaq* by consent (ie *Talaq bu Khulla*, *Talaq* by *muzzarrat*).

Talaq-ul-sunnat to *Talaq-ul-Tafweez* are more based upon menstruation periods of women called as *Tuhr* <http://www.worldingo.com/ma/enwiki/en/Talaq> (last access January 2, 2011)

102 *Waqf* also spelled *Wakf*, formally known as *Wakf-alal-aulad* is an inalienable religious endowment in Islamic law, typically denoting a building or plot of land for Muslim

tions and charitable and religious endowments) the rule of decision in cases where the parties are Muslims shall be the Muslim Personal Law...”

Finally, VAW episodes not only needful to understand, in the long run, the Bangladeshi *Women's Rights complex reality* where, as it was mentioned previously, the most important issues in the life of a Muslim Women/Widows, are affected critically by the exercise of *discriminatory Muslim Personal Law*, specially, for those related to:

- the sanction of co – wives¹⁰³ and
- the unequal Inheritance Right in her father property¹⁰⁴, but also needful, in the short run, to design efficient and quick respond intervention programs to guarantee the free enjoyment of the *solution* compensations to those most vulnerable groups.

Thus, all *secondary stakeholders* – BNLWA and Naripokkho - agreed to articulate the “VAW data mining process” through:

- Grouping the mentioned VAW episodes from the most common and widespread forms of VAW (Walby, S.¹⁰⁵, 2007), and subsequently including on each of them those VAW episodes which most featured the Bangladeshi VAW scenario, such as:
 - Sexual Violence: *Rape*.
 - Harmful Practices: *Dowry*;
 - Physical Violence: *Acid*.
- **Analysing the actual levels of Women Rights protection offered by the actual Bangladesh Legal System of these three mentioned scenarios, as follows:**

religious or charitable purposes.

The donated assets are held by a charitable trust. The grant is known as *Mushrut-Ul-Khidmat*, while a person making such dedication is known as *Wakif*.

<http://en.wikipedia.org/wiki/Waqf> (Last access January 2, 2011)

103 Regarding Polygamy, the Muslim Family Law Ordinance (1961) has alleviated the condition of polygamy from its religious exhortation to positive rule, where no man could enter additional marriage until he has proved the capability and ability to that marriage being it mandatory for a married Muslim who wishes to take an additional wife to apply for a written permission from the Chairman of Arbitration Council constituted under the mentioned Ordinance.

Section 6:

“... No man, during the subsistence of an existing marriage, shall, except with the previous permission in writing of the Arbitration Council, contract another marriage, nor shall any such marriage contracted without such permission be registered...”

An application for permission under sub-section (1) shall be submitted to the Chairman in the prescribe manner, together with the prescribed fees and shall be stated the reasons for the proposed marriage and whether the consent of the existing wife or wives has been obtained thereto.

On receipt of the application under the subsection (2) the Chairman shall ask the applicant and his existing wife or wives each to nominate a representative and the Arbitration Council so constituted may, if satisfied that the proposed marriage is necessary and just, grant, subject to such conditions, if any as may be deemed fit, the permission applied for.

Any man who contracts another marriage without permission of the Arbitration Council shall: (i) Pay immediately the entire amount of the dower, whether prompt or deferred, due to the existing wife or wives, which amount, if not so paid, shall be recoverable as arrears of land revenue (ii) and on conviction upon complaint be punishable with simple imprisonment which may extend to one year or with fine which may extend to ten thousand taka or with both.

104 The reason behind this, following Bhuiyan, R. (1984) the Muslim Jurists explain the reason for this difference of share in terms that “... a woman inherits share from her husband, from her father and also dower from her husband and moreover she has not responsibility to maintain anybody (Bhuiyan, R. (1984) *Legal Status of Women in Bangladesh and Needed Changes for Improvement of the Socio-Economic Status*”. Paper presented at the National Seminar on Women in Development. Ministry of Social Welfare and Women Affairs and Path Finder Funds. Dhaka (Bangladesh)

Moreover it is contrary in Bangladesh social custom for a woman to claim her father's properties unless it is given to her willingly. Following Abdullah, T. (1974), though every girl knows that she has the right to a share of her father's property which they legally own through inheritance. The main reason for this being that a Muslim woman often “exchanges” her inheritance for visiting rights to her homestead (Alamgir, S. F. *Profile of Bangladeshi Women*. US AID. Dhaka 1977 and also Abdullah, Taherunnessa.)

105 Walby, Sylvia (2007): “Indicators to Measure Violence Against Women”. Working Paper 1, Expert Group meeting on Indicators to measure Violence Against Women, Geneva, 8-10 Oct. Switzerland.

1. **Rape Legal Framework**

As it was mentioned previously, all *secondary stakeholders* jointly selected the following Bangladeshi Legal Bodies to assess the actual level of protection of the Women/ Widows Rights in connection with Rape episodes:

- *The Bangladeshi Criminal Law*

Noting that none of these legal bodies previously mentioned neither anti-marital *Rape* Laws nor the recognize non-consensual by the Penal Code relating sex in marital relationship as Rape and being only considered a crime if the wife is under thirteen and, following BNLWA¹⁰⁶ (2009: 88 and 89), the general Rule is rationalized by the view, as stated in the Code, that: “... one cannot be held guilty of raping his wife because her consent to marriage constitutes consent to sexual intercourse with him, which in law cannot be revoke during continuance of the marriage...”

Issue that, following Ameen, N¹⁰⁷ (2005:57, 58), is also contrary all international legal developments that recognized marital rape as a crime regardless of a woman’s age and it is also considered a crime against the bodily integrity and autonomy¹⁰⁸.

Consequently, following Ameen, N¹⁰⁹ (2005: 57, 58), there were not specific Civil Law provisions to which victims of wife abuse can resort. Then, the only remedy open to them in cause of abuse is to seek a divorce¹¹⁰ under the *Dissolution Muslim Marriage Law of 1939*.

Thus, and according to Ameen, N¹¹¹ (2005: 52, 54),

“... woman who is subjected to family violence may be able to seek a divorce this may be a hollow solution to her. Firstly, divorce does not guarantee that she will be protected from violence. Secondly, some women who are subject to such violence may not be married (in the field research some women promised marriage but were deserted later) or if they are married may not wish to divorce their husbands. Their priority is to end the violence in their relationship, rather than the relationship itself. Thirdly, even where she wants to end her marriage she may be faced with legal obstacles...”

- *The Prevention of Oppression Against Women and Children Act (2000)*

The second legal framework selected by all *secondary stakeholders* and used as reference to contrast the prevalence data of *Rape* gathered during the VAW data mining process against the actual legal mechanisms to protect women Rights from this VAW episode was *The Anti- Women and Children Oppression Act (2000)* (known as *Nari-O-Shishu Nirjatan Daman Ain 2000*), which replaced *The Repression Against Women and Children (Special Provision) Act of 1995*¹¹² (known as *Nari-O-*

106 Bangladesh National Woman Lawyers’ Association (BNWLA) (2009) “Study Report on Violence Against Women in Bangladesh and Related Emerging Issues 2008-2009”. BNLWA. Dhaka Bangladesh (pages 88 and 89)

107 Ibid. Pages 57-58

108 In Bangladeshi Law a husband cannot legally Rape his wife (if she is not below 16). Even when the husband and wife are separated. Then, a sexual assault by the husband may be qualify as a “Sexual Offence” but not Rape.

In this context, Section 376 of the Bangladeshi Penal Code states that: “... Whoever commits rape shall be punished with imprisonment for life or with imprisonment of either description for a term which may extend to ten years, and shall also be liable to fine, unless the woman raped is his own wife and is not under twelve years of age [now sixteen years by Women and Children Repression Prevention (Amendment) Act, 2003], In which case he shall punished with imprisonment of either description for a term which may extend to two years, or with fine, or with both...”

109 Ibid. Pages 57-58

110 The case studies of the City Corporation in Dhaka shows that most of the divorces occur in this way under the Muslim Law Ordinance of 1961 (Ordinance 8) Section 7(1) and by invoking the kabinnama whereby the wives are entitle to divorce by the delegated power given by the husband.

In this context, Christian woman has the right to dissolve her marriage and obtain judicial separate on the ground of cruelty by the husband. Unfortunately, in Bangladesh a Hindu or Buddhist woman does not possess the right of divorce on the ground of cruelty. She can only claim the right of separate residence form the husband temporarily (Ameen, N 2005: 58)

111 Ibid. Pages 52-54

112 The Cruelty to Women (Deterrent Punishment) Ordinance 1983, was replaced after the passing of Repression against Women and Children (Special Provision) Act, 1995.

Shishu Nirjatan (Bishesh Bidhan) Ain 1995).

- *The Nari-O-Shishu Nirjatan Daman Ain 2000, in its Background Chapter, stated that the new Act was enacted in the face of the increasing volume of offences of cruelty to women necessitating the immediate enactment of more stringent law for the deterrent punishment and as there was no parliament in existence during the Martial Law Regime the Cruelty to women (Deterrent Punishment) Ordinance, 1983 (Ord. No. LX of 1983) was promulgated with a view to providing adequate measures for effectively dealing with such offences effective from the 3rd October 1983.*

This 2000 Act, although similar to its previous 1995 Act, only included some amendments regarding penalties¹¹³, however included, as first time in Bangladesh, a proactive and positive approach: the *safe custody homes* to protect the widows and their children, as recommended by the Scheme through the RMG *safety net* proposal.

Thus, this Act in its Section 31, *the Act 2000* clearly stated that: “... During investigation of the case, if the Tribunal is of the opinion that any woman or child needs to be kept in safe custody, it may order that such woman or child be taken out of the prison and kept in safe custody home designed by the government or in consideration by the Tribunal be handed over to any organization or person in this regard...”

However and according to Ameen, N.¹¹⁴ (2005: 60),

“...in practice, nothing called “safe custody” exists in our state book and according there exists no specially designated place called “safe custody”.

Following this Scholar,

“... safe custody is nothing but ordinary prisons. And children and women who are sent to these safe places are subjected to the same kind of regimentation, rules, disadvantages and predicaments to which criminals and under-trial accused are subjected. In effect these children and women are deprived of their right of liberty ...”

2. Harmful Practices: Dowry;

Following Ameen¹¹⁵, N (2005: 40) the issue of *Dowry* is new in respect of Muslim marriages in Bangladesh. Its roots should be found in the Hindu socio-cultural custom (Ameen¹¹⁶, N. 2005: 40-43), which

The Ordinance was dealt with by the special Tribunal while the recent Act of 1995 is dealt by the special court of Sessions. As there was not Parliament in the country at that time because of imposition of Martial Law and as there arose the necessity for some immediate and specific law, this Ordinance was promulgated. The ordinance also provided severe penalties like death for Dowry offences.

113 The Act mainly laid down more severe punishment for the perpetrators of the following offences, mainly:

- Causing death or grievous hurt to any child or woman by means of poisonous or corrosive substances (Sections 4 & 5);
- Rape (Sections 6 & 7);
- Trafficking in women and children (Sections 8 & 12);
- Kidnapping or abduction of women (Section 9);
- Causing death or grievous hurt for Dowry (Sections 10 & 11).

It may be appreciated that the new legislation lays down heavy penalties for attempting to cause death grievous hurt for Dowry. But it may be noted also that the Cruelty to Women (Deterrent Punishment) Ordinance, 1983 did not make the offence punishment if there was no allegation of attempt to cause death or grievous hurt while demanding Dowry, so, causing simple hurt or psychological harm did not attract the provision of the Ordinance of 1983. The above observation also applies in the legislation of 1995, which does not punish the offence of causing simple hurt or psychological harm in demanding Dowry temporarily (Ameen, N, 2005: 59-60)

114 Ibid.

115 Ibid.

116 Ibid.

stated that, in accordance with *Dhamashastra*¹¹⁷, the meritorious act of *kanyadaan*¹¹⁸ will not be complete till the bridegroom is given *varadakhshina*¹¹⁹ in the form of cash or kind.

The Legal Framework for prosecuting crimes of Dowry used by all *secondary stakeholders* as a reference to evaluate the actual efficiency of Bangladeshi legal Systems to protect the Women Rights against this VAW episode was comprised by:

- *The Dowry Prohibition Act, enacted and passed in 1980.*¹²⁰ This Act provides giving, taking or demanding dowry an offence and afforded penalty for such offence¹²¹;
- *The Cruelty to Women (Deterrent Punishment) Ordinance, 1983*¹²². This Ordinance provided severe penalties (death penalty) for Dowry offences and, finally,
- *The Repression Against Women and Children (Special Provision Act), 1985*¹²³. This Act was necessary to make more effective the earlier Laws (specially, Dowry Prohibition Act 1980, Cruelty to Women (Deterrent Punishment) Ordinance 1983 and Children Act, mainly

This 1985 Act included more severe punishment for the perpetrators of the following offences, among others:

- *Causing death or grievous hurt to any child or woman by poisonous or corrosive substances (Sections 4¹²⁴ and 5¹²⁵);*

¹¹⁷ Dharmashastra is a genre of Sanskrit texts and refers to the śāstra, or Indic branch of learning, pertaining to Hindu dharma, religious and legal duty. The voluminous textual corpus of Dharmashastra is primarily a product of the Brahmanical tradition in India and represents the elaborate scholastic system of an expert tradition. Because of its sophisticated jurisprudence, Dharmashastra was taken by early British colonial administrators to be the law of the land for Hindus in India. Ever since, Dharmashastra has been linked with Hindu law, despite the fact that its contents deal as much or more with religious life as with law. In fact, a separation of religion and law within Dharmashastra is artificial and has been repeatedly questioned. Others have, however, argued for a distinction of religious and secular law within Dharmashastra. Dharmashastra is important within the Hindu tradition—first, as a source of religious law describing the life of an ideal householder and, second, as symbol of the summation of Hindu knowledge about religion, law, ethics, etc.
<http://en.wikipedia.org/wiki/Dharmashastra>

¹¹⁸ Kanya Daan, which means the giving away of one's daughter, has been derived from the Sanskrit words Kanya which means virgin girl and Daan which means donation. Kanya Daan is a very significant ritual performed by the father of the bride in presence of a large gathering that is invited to witness the wedding. The father pours out libation of sacred water symbolizing the giving away of his daughter to the groom. The groom recites Vedic hymns to Kama, the god of love, for pure love and blessings. The bride's sisters then steal the groom's shoes and ask for money for their return. This is a sign of the groom's loyalty. As a condition for offering his daughter for marriage, the father of the bride requests a promise from the groom for assisting the bride in realizing the three ends: (i) Dharma; (ii) Artha, and (iii) Karma. The groom makes the promise by repeating three times that he will not fail the bride in realizing Dharma, Artha and Karma. Ideally, the parents of the bride place the right hand of the bride over the right hand of the groom and place their own left hands at the bottom and the right hands (the two of them) on top, securing the Conch with gold, betel nut, flowers and a little fruit (in it) placed in bride's hand. It is at this point that the purpose of the Kanyadaan is clearly stated per scripture and the names of the parents and forefathers are stated from both sides. The wedding cannot legally proceed without this Kanyadaan step in which parents of the bride agree to the wedding. In a Hindu wedding, the bride and groom marry each other and the priest only assists with the Mantra. He cannot declare them married as no authority is vested in him to do so. Agni, gods and the invited members of the family and friends are the witness. This ritual reveals that Wife is the form (avatar) and source of Purushardhas like Dharma, Artha, Kama and Moksha. This ritual also helps the bridegroom to think that his wife is the most valuable gift given by God himself, and the bride agrees that her husband is god himself without this vow she is not considered wife according to the vedas (I write in English but am a highly learned pundit adept in our sanscritic vedas and puranas). However widows and divorced women are not eligible for Kanyadaan ritual.
http://en.wikipedia.org/wiki/Hindu_wedding#Kanya_Daan

¹¹⁹ Archaic system of Dowry.

¹²⁰ Published in Bangladesh Extraordinary Gazette, dated 26th December, 1980.

¹²¹ The provisions of the Dowry Prohibition act are very concise in form having only 9 sections (later section 9 was repealed by Ordinance LXIV of 1984) as follows:

Section I describes the commencement and application of the Act.

Section II prohibits giving or taking Dowry.

Sections 3 and 4 of the Act state the offence being punishable under. It deals with the offence of giving, taking or abetment thereof demanding of dowry in marriage by either parties at or before or after the marriage as consideration for such marriage.

¹²² This Act provided deterrent punishment for the offence of cruelty to women which were triable by the Special Tribunals created by the Special Powers Act 1974. It punished a person with imprisonment for life or provides the death penalty for kidnapping or abducting women, trafficking in women and attempting to cause death for demanding Dowry (Section 6) or for committing Rape (Section 7 and 8). It seems that it cannot be analyzed for lack of data whether this deterrent punishment has actually been of any help to reduce crimes against women. However, the case law reveals that Dowry complaints were keen to apply the Ordinance than the Dowry Prohibition Act (1980) in order to give more severe punishment to the accused (Ameen, N. 2005: 64)

¹²³ This Act overrides all existing in this area. *The Cruelty to Women (Deterred Punishment) Ordinance 1983* was repealed after this Act came into operation.

¹²⁴ Noting that its Section 4 is almost a replica of Section of 326 A of Penal Code (Acid Throwing) (Ameen, N. 2005: 64 and 65).

This Section states that whoever uses a poisonous or corrosive substances causing death to a woman or a child shall be punishable with death and constitute a good example of effort made in combating this kind of VAW due to the rapidly growing offence of Acid Throwing.

¹²⁵ This Section prescribes the penalty for causing grievous hurt by means of poisonous or corrosive substances: For causing:

- Damage to eye-sight;
- disfiguration of the head or face;
- damage for hearing;
- damage for any part of the body;
- disfiguration of any part of the body different penalties have been provided;

- *Causing death or grievous hurt for Dowry (Sections 10 and 11¹²⁶).*

Noting that this 1985 Act laid down heavy penalties for attempting to cause death or grievous hurt for Dowry¹²⁷ and, finally,

- *The Women and Children Repression Prevention Act, 2000.* This Act provided deterred punishment for Dowry and Dowry - related offences. Noting that simple hurt for Dowry or psychological abuse has not drawn any attention by it.

3. Intimate Partner Violence (Acid)

The Legal Framework for prosecuting crimes of *Acid* used by all *secondary stakeholders* as a reference to perform the mentioned assessment was focused in the following two Acts introduced by Bangladeshi Parliament, due to the dramatically increase of crime rates of *Acid* burns:

- *The Prevention of Acid Offences Act 2002* (known in Bangladesh as *Acid Aparadh Daman Ain 2002*) which clearly defined itself as "... an Act to prevent strictly the Acid Violence ..." (Sarker¹²⁸, I, 2008:171) and its scope included, among others:
 - **Section 4.** Punishment for causing death by Acid¹²⁹;
 - **Section 5.** Punishment for causing injures/hurt by Acid¹³⁰;
 - **Section 13.-** The negligence of the investigating officer for collecting evidence;
 - **Section 18.-** Trial in absence of the accused;
 - **Section 23.-** The Prevention of Acid Violence Tribunal and, finally,
 - **Section 28.-** Safe Custody¹³¹ and, finally,
- *The Acid Control 2002* (known in Bangladesh as the *Acid Niyantran Ain 2002*) which was defined in its Preamble as "... and Act to control import, production, transport, hoarding, sale and use, to prevent the misuse of acid as corrosive substance and to provide tender treatment, rehabilitation and legal aid to the victim ..." (Sarker¹³², I, 2008: 196)

Noting that this Act also included as an innovation the proposal of setting up *safety nets* to protect the victims from these VAW episodes, specifically the following Sections:

126 Section 2 (f) of the 1995 (Act) and the Section 2 of the Dowry Prohibition Act 1980 were similar regarding the Dowry definition. The difference lies in the penalty provided in them.

127 Noting that the Cruelty to Women (Deterred Punishment) Ordinance 1983 did not make the offence punishable if there were not allegation of attempt to cause death or grievous hurt while demanding Dowry, so causing simple hurt or psychological harm did not attract the provision of the Ordinance of 1983. The above observation also applies in the legislation of 1995 which does not punish the offence of causing simple hurt or psychological harm in demanding Dowry (Ameen, N. 2005: 60)

128 Sarker, Ibrahim (2008) "Nari O Shishu Nirjatan Daman Ain, 2000 with The Special Powers Act , 1974. The Acid Niyantran Ain, 2002, The Acid Daman Ain, 2002. University Publications. Dhaka: 171.

129 Following Chapter 4 of this Act, Capital punishment of the acid thrower and penalty of up to Tk 1 Lakh (approximately, US\$ 1,709)

130 Following Chapter 5 of this Act, punishment for causing injures/hurt by Acid:

"... Eye sight or hearing power or face, breast or sexual organ if damaged or disfigured, then the person shall be punish with death or rigorous imprisonment for life and shall also liable to fine more than Tk 1 lakh and any limb, gland or part of the body is disfigured or damaged in case of injury in any part of the body, the person shall be punished with rigorous imprisonment not more than 14 years but not less than 7 years..."

131 Following this Act, if the Tribunal considers that, at the time of investigation or during the trial proceeding, it is necessary to keep any person in the safe custody of the Government Authority outside the jail in the place for that purpose prescribed by the Government or under the custody of any person or organization considered proper by the Tribunal.

132 Sarker, Ibrahim (2008) "Nari O Shishu Nirjatan Daman Ain, 2000 with The Special Powers Act , 1974. The Acid Niyantran Ain, 2002, The Acid Daman Ain, 2002. University Publications. Dhaka: 196.

- **Section 4.** The establishment of a *National Acid Control Council*, as a best practice of multi-stakeholder engagement¹³³ (An approach that may be used as reference to manage to negative consequences derived from labour accidents in the RMG Sector/Act (2006) in Bangladesh);
- **Section 5.** The Responsibilities and Duties of the Council¹³⁴. Noting that the Act, in its Section 7 includes a figure – *District Committee* (Sarker¹³⁵, I, 2008: 202-203) - identified to implement this Act to into lower of levels of the communitarian live;
- **Section 10.** The *National Acid Control Council Fund*¹³⁶. Noting that the Act, in its Section 11, following the “National Acid Control Council”, included a funding figure – *District Committee Fund* (Sarker¹³⁷, I, 2008: 203-204) - “...to allocate by the Council any donation given by any person or organization and received/got from any other resources...” (Section 11.1); issues that may also be used as reference in order to setting up the mentioned “safety nets” for the RMG Sector;
- **Section 13**¹³⁸.- Rehabilitation Centre for the Acid Victims;
- **Section 14**¹³⁹.- Treatment of the Acid Victims;
- **Section 15**¹⁴⁰.- Legal Aid to the Acid Victims and, finally;
- **Section 47**¹⁴¹.- List of the Acid Victims.

133 Following the Section 4 of the Act, it will comprised mainly by representatives from: (i) the Minister of Home Affairs as the Chairman; Minister of Women and Children Affairs as the Co-Chairman; (iii) Women Parliament Member selected by the speaker of the Jatiya Sangsad/ House of the Nation; (iv) Secretary of the Minister of Industry; Secretary of the Ministry of Home Affairs who will be the Secretary member; (v) the Secretary of the Minister of Commerce; (vi) the Secretary of Ministry of Health; (vii) The Secretary of the Ministry of Women and Children Affairs; (viii) the President of FBCCI; (viii) The President of the National press Club; (ix) the Chairman of the National Women Association; (x) A professor or Associate Professor of Chemistry or Applied Chemistry; and (xi) two Representatives of NGOs, mainly.

134 Following the Section 5 of the Act, the responsibilities and duties of the Council shall be as follows:

- to make policies relating to the control of Acid production, transport, hoarding, sale and use and making recommendations relating to the control of import;
- to make necessary policies for preventing the possible reaction created form acid and misuse of acid and to take measure/step for implementing that;
- to make policies for giving medical treatment, rehabilitation and legal aid and taking steps/ measure for implementation and examination on that;
- to adopt/take necessary step/measure for making the people conscious/aware about the harmfulness/bad effect of use acid and danger atrocity and taking activities/ acts for teaching and publicity;
- to conduct research and survey for collecting information about the use and misuse of Acid. making communication with all the concern Ministries and associations and coordination of all activities about this;
- to make policies regarding to proper waste management to control the possible harmfulness caused by acid and mixture of acid from the manufacturing of the industries/factories as the waste and to take steps for implementation and inspection of that;

135 Sarker, Ibrahim (2008) Nari O Shishu Nirjatan Daman Ain, 2000 with The Special Powers Act,1974. The Acid Niyantaran Ain, 2002, The Acid Daman Ain, 2002. University Publications. Dhaka: 200-202.

136 Following Section 10 of the Act:

There shall be a Council known as/named the National Aid Control Council Found for collecting money if necessary to make the people conscious or aware of the bad effect of misuse of acid and danger of acid and to help the victims of acid throwing for their treatment, rehabilitation and legal aid;

The following money shall be deposited in that fund, as follows:

- Government grant;
- any grants with Government grant;
- any donation donated by other countries Governments or Organizations or any International Organization approved by the Government;
- any donation given by any local authority;
- any donation given/donated by any person or institution;
- any money got/received from any other resources.

137 Sarker, Ibrahim (2008) “Nari O Shishu Nirjatan Daman Ain, 2000” with The Special Powers Act,1974. The Acid Niyantaran Ain, 2002, The Acid Daman Ain, 2002. University Publications. Dhaka: 200-202.

138 Section 13 of the Act states, among others that: “...the Government may establish one or more Rehabilitation Centres for persons who are acid victims...”

139 Section 14 of the Act states that: “... if the Upazilla Nirbahi Officer or Deputy Commissioner or for that purpose any person authorized by him may be informed/be aware of that person is injured by acid and to bring his life back treatment is necessary without delay in that case the Deputy Commissioner of that officer may recommend to the District Committee in writing for treatment of the acid victims...”

140 Section 15 of the Act states that: “... if any person injured by acid then he or any other person on his behalf may apply asking for/demanding for legal aid to the District Committee ...”

141 Section 47 of the Act states that:

“...Any person injured by acid or his superintendent/caretaker or guardian or doctor if he wishes, may apply in writing to enlist his name to the Upazila Nirbahi Officer under to any Subsection (2) and in that way on the basis of the application the Upazila Nirbahi Officer may list the concerned person.

The Upazila Nirbahi Officer if he thinks fit the necessary treatment and rehabilitation of the acid victim making a quarterly list will send to the concerned Deputy Commissioner...”

4.4. MULTILEVEL ANALYSIS TO ASSESS THE CAPABILITY OF THE BANGLADESH LEGAL SYSTEM TO PROTECT WOMEN' RIGHTS.

Based on the methodology described previously, I selected BNLWA and Naripokkho (secondary stakeholders) as independent co-researchers to gather prevalence VAW data from the three following scenarios, needful to understand the actual level of Protection of Women Rights by the Bangladeshi Legal System to guarantee the free enjoyment of the Widows compensations in their communities of residence:

- Aggregated (National): 61¹ Districts² Family Courts” (2008-2009)
- District Level: 37 Districts Family Courts” (2008-2009)
- District by Division: *Family Courts and Suppression of Violence Against Women and Children Tribunals* (2008-2010)
- Communitarian level: *Superintendent of Police Offices* (2008-2010) from the Communities where the Widows and their Children live.

A breakdown of the strategy followed by the mentioned two *secondary* stakeholders is as follows:

Table 4.11.- The solution' s VAW Datating Strategy.

Scenario.	Social Actor.	Team.	Level.	Scope.	Tool.	Outcome.
I.	BNLWA.	<ul style="list-style-type: none"> • One coordinating senior level staff from BNLWA HQ and • 44 BNWLA staff to cover 37 areas and, finally, the Author. 	Aggregated (National)	61 ¹ Districts ² Family Courts” (2008-2009)	<i>VAW Data Collection Forms</i> designed by the Author (See Appendixes 18 to 20), focused in gathering “prevalence of VAW data” based on one of the four key indicators previously selected by the Scheme: <i>Dower</i> .	Overall aggregate VAW Bangladeshi scenario, based on the following cases filed in 61 <i>Family Courts</i> as at December 31, 2009: <ul style="list-style-type: none"> • <i>Dower</i> and other related issues such as: <i>Custodian</i> and <i>Guardianship</i>; • <i>Dissolution of Marriage</i>; • <i>Maintenance</i> and, finally, • <i>Restitution of Conjugal Rights</i>.
			District Level.	37 Districts Family Courts” (2008-2009)	<i>VAW Data Collection Forms</i> designed by the Author and focused in gathering prevalence of VAW data based on one of the four key indicators previously selected by the Scheme: <i>Dower</i> .	Overall VAW scenario based on the following VAW cases filed in the <i>Family Courts</i> as at December 31, 2009 at <i>Districts</i> where the Widows and their Children and focused, mainly, on: <ul style="list-style-type: none"> • <i>Dower</i> and Other “related issues” such as: <i>Custodian</i> and <i>Guardianship</i>; • <i>Dissolution of Marriage</i>; • <i>Maintenance</i> and, finally, • <i>Restitution of Conjugal Rights</i>.

			District level.	37 <i>Nari O Shishu Nirjatan Damon Tribunals (Suppression of Violence against Women and Children Tribunals)</i> (2008-2010) nearby the communities where the Widows live.	<p><i>VAW Data Collection Forms</i> designed by the Author and focused in those key VAW episodes which featured the complex VAW spider derived from the Scheme's <i>Four Ps</i>⁴:</p> <ul style="list-style-type: none"> • Dowry, including <i>Torture and Murder for Dowry</i>; • Rape, including <i>Gang Rape and Instigation to commit Suicide</i> and, finally • Other VAW issues, such as: <ul style="list-style-type: none"> - <i>Murder and Attempt to Murder</i>; - <i>Trafficking</i>; - <i>Kidnapping and Abduction</i> and, finally, - <i>Sexual Harassment</i> and Others. 	<p>Overall VAW scenario, based on the following VAW cases filled in the "<i>Nari O Shishu Nirjatan Damon Tribunals</i>" in those Districts where the Widows live (before and/or after the Spectrum accident) at the as at December 31, 2009 and which featured the consequences derived from the mentioned <i>Four Ps</i>:</p> <ul style="list-style-type: none"> • Dowry, including <i>Torture and Murder for Dowry</i>; • Rape, including <i>Gang Rape and Instigation to commit Suicide</i> and, finally • Other VAW issues, such as: <ul style="list-style-type: none"> - <i>Murder and Attempt to Murder</i>; - <i>Trafficking</i>; - <i>Kidnapping and Abduction</i> and, finally, - <i>Sexual Harassment</i> and Others.
			District by Division.	<i>Family Courts and Suppression of Violence Against Women and Children Tribunals</i> (2008-2010)	<i>VAW Aggregate Data Comparative Form</i> designed by the Author (See Appendixes 18 to 20)	Aggregate VAW overall scenario analysis of VAW cases, filed in the <i>Family Courts and Nari O Shishu Nirjatan Damon Tribunals</i> and corresponding to 2008-2010.
			District level.	<i>Superintendent of Police Offices</i> (2008-2010) at 20 Districts.	<i>VAW Cases registered Police Stations Form</i> designed by BNLWA and Author (See Appendixes 18 to 20)	<p>VAW overall scenario of the most recurrent VAW crimes at:</p> <ul style="list-style-type: none"> • Country Level and • Dhaka Metropolitan areas.
II.			Communitarian level.	<i>Superintendent of Police Offices</i> (2008-2010) from the Communities where the Widows and their Children live.	<i>Data Collection Form</i> designed jointly by Naripokkho and the Author (See Appendixes 18 to 20)	VAW overall communitarian scenario of the most recurrent prevalence VAW issues recorded by Police Stations where the Widows and their Children live.
			Communitarian level.	Naripokkho's Social Partners at <i>grass root</i> level.	Data collection forms designed by Naripokkhos' s Social Partners at grass root level.	VAW overall communitarian scenario of the most recurrent prevalence VAW issues recorded by the Naripokkho' s Social Partners at grass root level.

4.5. THE SPECTRUM MODEL TO ASSESS THE INDIVIDUAL VULNERABILITY LEVEL OF SPECTRUM WIDOWS’.

4.5.1. BACKGROUND.

As I mentioned in previous Chapters, one of the main Thesis contributions is that its intervention model exceed those *Disaster* approaches which widespread until 1970s understood *Disaster* as a purely physical occurrences, requiring largely technological solutions and, second, arguing that such events – *Disaster* - should be better viewed primarily as the result of human actions as the actualization of social vulnerability (Lewis¹⁴², 1999: 8).

¹⁴² Lewis, J. (1999) *Development in Disaster-prone Places: Studies of Vulnerability*. Intermediate Technology Publications. London. pp 8

The first implication derived from this approach was to consider, as I previously commented, as part of the negative consequences derived from the factory collapse as a *social event* (Quarantelli¹⁴³, 1985) introducing the *Vulnerability* concept into a number of crucial theoretical tasks in order to disclose the deep socio-cultural and political underpinnings of events, in much the same way as negative consequences from an earthquake or a cyclone would have been handled. Indeed, the *Vulnerability* to the socioeconomic effects of an earthquake is the same as the *Vulnerability* to the socioeconomic effects of a tropical cyclone (Lewis¹⁴⁴, J. 1994b), and the *Vulnerability* to the socio-economic consequences of a labour Disaster is, by the same token –albeit in a lower scale, similar to the vulnerability to the socio-economic effects of war and civil strife.

The second consequence was to analyze this concept – *Vulnerability* –not as a property of social groups or individuals (i.e. Spectrum Widows and their female children) but embedded in complex social relations and processes (Bankoff¹⁴⁵ *et al*, 2007) and, as such, conceptually located at the intersection of nature and culture and demonstrates, often dramatically, the mutuality of each in the constitution of the other (Oliver –Smith¹⁴⁶, A 2003: 11)

The third consequence was the determination of Spectrum Widows' *Vulnerability* as complex characteristic produced by a combination of factors derived especially (but not entirely) from *class, gender* and *ethnicity* (Cannon¹⁴⁷ 1994: 14-19) and determined by social factors, such as:

- the presence of ethnic and political discrimination;
- the fragility of the family and the collective economy;
- high rates of illiteracy and the absence of educational opportunities;
- the absence of basic social utilities; (iv) lack of access to property and credit (Wilches-Chaux¹⁴⁸, 1989; Lavel¹⁴⁹, 1992; Cardona¹⁵⁰, 1993 and 1996¹⁵¹; Maskrey¹⁵², 1994; Lavell¹⁵³, 1996; Mansilla¹⁵⁴, 1996)

A concept – *Vulnerability* - also needful to obtain a seclusion levels of those most excluded groups (Spectrum Widows), identifying to that aim their social pressures and relations from a global to local levels (Cardona¹⁵⁵, O.D. 2004: 43)

Table 4.12.- Vulnerability analysis by level.

143 Quarantelli, E. L. (1985) An assessment of conflicting views on mental health: The consequences of traumatic events" In Figley, C. (ed) Trauma and its wake. Brunner/ Mazel New York pp 182-220.

144 Lewis, J. (1994) Vulnerability Reduction, Survival and Sustainability: What kind of Development. Paper presented at the S on Civil Strife and Relief within the Context of Continuum from Relief to Development. The Institute of Social Studies. The Hague, July.

145 Bankoff et al, 2007

146 Oliver –Smith, A. (2003) Theorizing Vulnerability in Globalized World: A political Ecological Perspective In Bankoff, G.; Frerks, G.; Hilhorts, D. (2004) Mapping Vulnerability: Disasters, Development and People. Eathscan. London and New York and London. pp11

147 Cannon, T. (1994) Vulnerability Analysis and disasters in D. Parker (ed) Flood Hazardss and Disasters, Routledge London. pp 14-19

148 Wilches-Chaux, G. (1989) Desastres, Ecologismo y Formación Profesional. Servicio Nacional de Aprendizaje (SENA) Popayan.

149 Lavel, A. (1992) Ciencias Sociales y desastres naturales en América Latina: Un encuentro inconcluso. Desastres Naturales, Sociedad y protección Civil. COMESCO. México.

150 Cardona, (1993) Natural Disasters, global change and sustainable development: a strategy for reducing effects. III Meeting of the Scientific Advisory Council for the International Geophere-Biosphere Programme. Forum on Earth System Research ICSU. Ensenada. Baja California. Mexico.

151 Cardona, O.D. (1996) Manejo ambiental y prevención de desastres: dos temas asociados. Ciudades en Riesgo, in M.A. Fernandez (ed) Ciudades en Riesgo: Degradación ambiental, Riesgos Urbanos y Desastres. La RED. USAID. Lima (reprinted as Cities as Risk, A/H Editorial Quito Ecuador (1999)

152 Maskrey, A. (1994) Comunidad y desastres en América Latina: Estrategias de intervención in A Lavel (ed) Viviendo en Riesgo: Comunidades Vulnerables y Prevención de Desastres en America Latina. La REC. Tercer Mundo Editores. Bogotá.

153 Lavell, A. (1996) Degradación ambiental, riesgo y desastre urbano: Problemas y conceptos in M.A. Fernandez (ed) Ciudades en Riesgo. La RED. USAID. Lima

154 Mansilla, E (ed) (1996) Desastres: Modelo para armar. La RED, Lima

155 Cardona, O.D. (2004): The Need for Rethinking the Concepts of Vulnerability and Risk from a Holistic Perspective: A necessary Review and Criticism for Effective Risk Management In Bankoff, G.; Frerks, G.; Hilhorts, D. (2004) Mapping Vulnerability: Disasters, Development and People. Eathscan. London and New York and London. Pp 43

Level.	Action.	Analysis.
Global	Identifying political roots and structures responsible to create seclusion processes;	<i>Patrilineal Kinship (P₂)</i>
Level	Identifying other dynamic pressures such as the absence of ethics between the relationships developed between some of the stakeholders involved	<i>Para (P₃)</i>
at local level,	Identifying the so called “unsafe conditions”, such as social fragility potential harm or poverty of the potential Scheme beneficiaries.	<i>Purdah (P₄)</i>

Three dimensions - *Patrilineal Kinship (P₂)*, *Para (P₃)* and *Purdah (P₃)* - which allowed me to summarize these negative political, social, cultural and religious tying ideologies, dynamic processes and unsafe conditions into causalchains (Oliver –Smith¹⁵⁶, A 2003: 11)

a. *Patrilineal Kinship (P₁)*

I used the first *Vulnerability Dimension - Patrilineal kinship (P₂)* to capture the negative consequences of the inequality role of the Women/Widows derived from the *Patrilineal Kinship*¹⁵⁷ between them and their in-laws in an scenario established through socio-economic inequality and distribution of authority and assets between sexes as determined by the family organization and stratification of society (Khan¹⁵⁸, S., 1988) and responsible of the excessively predominant role of the Head of Households from the beginning of the Spectrum Disaster, at the expense of the Widows and their Children.

An in-equalitarian situation in which the head of the household holds sway over the Spectrum Widow in all issues regarding the different Relief Schemes¹⁵⁹ since the beginning the Spectrum *Disaster* was, among other issues, the result of the differential treatment of females (which) begins at birth, specifically, while a son is welcomed to world with a loud audible prayer of God is Great in the presence of other members, a daughter receives only the whisper of Quran prayer (Mizan, A. N¹⁶⁰, 1994), and, following Bertocci¹⁶¹ (1974), this kind of response regarding sex of a new born baby influences the roles and behaviour patterns that she or he will learn and “act out later in their lives.

A *Patrilineal Kinship* also responsible to moved the women to husband’s parents and his kinship becomes her social circle, and, in most cases, this patriarchal scheme affects women’s decision-making power negatively (Mizan¹⁶², A. H.,1994)

Definitively, a poor decision making power responsible also of maintaining informal legal instruments to keep their own security and savings and used to purchase land through the *benami* process which involves legal documents under fictitious names. Or the transaction may simply occur on the verbal understanding that the land will be returned to the original owner upon the payment of the full amount ...”(Mizan¹⁶³, A. H. (1994)

b. *The Second (P₂): Para*

Managing the compensations derived from the *solution* in a sustainable process, also meant to manage

156 Oliver –Smith, A. (2003) *Theorizing Vulnerability in Globalized World: A political Ecological Perspective* In Bankoff, G.; Frerks, G.; Hilhorts, D. (2004) *Mapping Vulnerability: Disasters, Development and People*. Eathscan. London and New York and London. pp11

157 *Patrilineal Kinship” system with traditionally enforced the dependence the women on men ...”* (Barak-e-Kuda, 1982).

158 Khan, Salma (1988) “The Fifty Percent: Women in Development and Policy in Bangladesh”. Dhaka: The University Press Limited.

159 See Conclusions at Chapter 3.

160 Mizan, AionNahar (1994) “In Quest of Empowerment”. The Grameen Bank Impact on Women’s Power and Status. Dhaka: The University Press Limited.

161 Bertocci, Peter J. (1984) “Rural Communities in Bangladesh: Hajipur and Timpara.” In *South Asia: Seven Community Profiles* (ed. C. Mahoney) New York: Holt, Rinehat and Winston.

162 Ibid.

163 Ibid.

it within the family informal networks – *Para*¹⁶⁴ – where the Widows and their daughters lived and acknowledging the potential negative consequences derived of paying compensations to the Widows in their family complex scenario where married woman/ Spectrum Widows were, referred to by a host of kinship names depending on the relationship with other individuals, such as *boo* (wife), *ma* (mother), *bhabi* (brother's wife), *chachee* or *mamee* (father's, brother's or mother's brother's wife), *shashoore* (mother in law) and a host of other kin terms, but by her rarely her given name.

Upon marriage, the Spectrum Widows moved under the protection of her husband. After the dead of her spouse, caretaking responsibility for the woman shifts to her sons or husband's family or her family orientation (Noman¹⁶⁵, 1983; Khan¹⁶⁶, 1988; Mabud¹⁶⁷, 1990; Miah¹⁶⁸, 1992)

Social family networks, although ideally provides support to the wife when she is residing in her parent's *Para* (Bott¹⁶⁹, 1971) will affect negatively to the woman life.

Thus, when once married, a woman moves into the household of the in-laws, she will be less able to use their kin alliance as a resource, as it happened to many of the Spectrum Widows and, following Mizan¹⁷⁰, A. H. (1994), the distance from the wife's parental residence will have significant consequences for spouses in terms of retaining control over the wife's share of the patrimonial land.

Issue also been examined by Kabeer¹⁷¹ (1985) who noted that a small percentage of women who claim over the share of parental land are either from the same village or the adjacent one.

Similarly, and as noted by Mizan (op cit), customarily, a married woman relinquishes her right to patrimonial land to her Brothers. It is an informal means of investment. Wherever she visits the parental home as a *Naior*, her brothers offer her gifts in kind or portion of the produce of the land. *Naior* is the custom of visiting parental home by married daughters without their husbands for specific period of time every year. The custom basically works as an exchange of resources among kinfolks, even though by itself it is not a resource.

Finally, the sustainability of the free enjoyment of the compensations received from the *solution* in this complex *Para*/Family scenario should be only guaranteed through the acknowledgement of the complexity of the *Para* itself in order to avoid the expulsion of the Widow and her descendants from this family/ community network.

c. **The Third (P₃): Purdah**

Definition.

Guaranteeing the mentioned free enjoyment compensation in this third *Vulnerability Dimension* – *P₃* – should imply to consider the *Purdah* “... a customary agreed system of seclusion of women from men: a separate living area; socially prescribed veiling...¹⁷²”

¹⁶⁴ Para in Bangladeshi means a locality consisting of several homesteads where the individuals are usually related to one another.

¹⁶⁵ Noman, Ayesha (1983) “Status of Women and Fertility In Bangladesh”. Dhaka: The University Press Limited.

¹⁶⁶ Khan, Salma (1988) “The Fifty Percent: Women in Development and Policy in Bangladesh”. Dhaka: The University Press Limited.

¹⁶⁷ Mabud, M.A. (1990) “Women Roles: Helth and Reproductive Behaviour”. In South Asia Study of Population and Policy and Programmers: Bngladesh. Dhaka: UNFPA.

¹⁶⁸ Miah, M. M. Rahman (1992) “The Cultural-Structural Contexts of High Fertility in Bangladesh: A Sociological Analysis. International Review of Modern Sociology, 22 (Spring), 99-110.

¹⁶⁹ Bott, Elizabeth (1971) “Family and Social Network”. New York. Free Press.

¹⁷⁰ Ibid.

¹⁷¹ Kabeer, Naila (1985) “Do Women Gain for High Fertility”. In Women, Work and Ideology in the Third World (Ed. HalehAfshar) New York: Tavistock Publications.

¹⁷² www.studytoanswer.net/myths_glossary.html (last entry December 24, 2010)

And where,

"... Religion acts as an ideological instrument to regulate women's behaviour and status..."(Arens andBeurden¹⁷³, 1977)

Literally *Purdah* means the:

"...Cotton cloth that is used to make curtains..." (Wikipedia¹⁷⁴);

... a curtain or room used to shield women from strangers;

"... The Indian system of secluding high-caste women from public view¹⁷⁵ ...";

"... The practice of "wearing the veil" in many Muslim countries, in which women are expected to keep some parts of their body covered in public... ¹⁷⁶
and, lastly

Purdah is also,

"... the state or system of social gender ...

But in fact, *Purdah* is the practice of preventing women from being seen by men. This takes two forms: physical segregation of the sexes, and the requirement for women to cover their bodies and conceal their form

Following Feldman¹⁷⁷ & McCarthy (1981, 26), *Purdah* is *"... the internalization of values of shyness, timidity, honour and shame..."*

It is in fact a local form of seclusion¹⁷⁸

"...Seclusion of women from public observation by means of concealing clothing (including the veil) and walled enclosures as well as screens and curtains within the home..."

Purdah seems to have originated in Persia and was adopted by Muslims during the Arab conquest of what is now Iraq in the 7th century.

This concept¹⁷⁹ is also defined as a (i) the practice among some Hindus and Muslims of secluding or hiding women from strangers; (ii) a curtain or partition used for this and (iii) the section of a house reserved primarily for women. But not only typical from these communities – Muslim communities¹⁸⁰:

The custom in some Muslim and Hindu communities of keeping women in seclusion, with clothing that

173 Arens, J. and Beurden, Jos Van (1977) "Poor Peasants and Women in a Village in Bangladesh". Amsterdam: Third World Publications. Jhagrapur.

174 en.wikipedia.org/wiki/Purdah (Last entry December 15, 2010)

175 www.routledge.com/textbooks/9780415485395/glossary.asp (Last entry December 15, 2010)

176 www.kamat.org/whois.asp (last entry December 24, 2010)

177 Feldman, Shelly and Florence E. McCarthy (1981) "Conditions Influencing Rural and Town Women's Participation in the Labour Force in Women, Politics and Literature in Bengal. Modesty is a feeling or a behaviour that is motivated by shame, in that it essentially bears upon the sexualized body, the genital organs, the anal zone, or any part of the body that, culturally or individually, is endowed with an erotic investment. In a secondary sense, it is a mode of being that limits all motor or linguistic expression of subjectivity.

178 Britannica.com. Britannica Concise Encyclopedia. Copyright © 1994-2008 Encyclopædia Britannica, Inc.

179 Etymology: Urdu & `pardah, veil <Pers http://www.google.com/search?hl=en&def=en&q=define:Purdah&ei=yXzfs-LvNYq7rAeFutyjBw&sa=X&oi=glossarydefinition&ct=title&ved=0CAYQkAE (Last entry December 24, 2010)

180 Collins Discovery Encyclopedia, 1st edition © HarperCollins Publishers 2005.

conceals them completely when they go out; a screen in a Hindu house used to keep the women out of view; a veil worn by Hindu women of high caste.

Asha¹⁸¹ (2006) articulated in her paper that the practice of the veiling of women has been exclusively associated with Islam and is persistently interpreted as being entirely repressive of women. She also mentioned in her paper that the origin and evolution of the *Purdah* and the sociological position of the Muslim woman to argue that the veil is not Islamic in origin and that Islam assimilated the practice from older Semitic cultures to ensure the protection of the woman and as a part of its project of establishing an ethical society, given the reigning atmosphere of untrammelled sexual freedom.

However, the egalitarian spirit of early Islam has been compromised and violated with the rise of absolutist, clerical and male-dominant Islam.

Purdah as Prescriptive Rules for Women's Behaviour

Nur¹⁸² (1987) showed that rural woman folk are discriminated against more than the urban women. Their discrimination started since they were born in this society.

The traditional society emphasized on religious education (Quran), religious norms, rules, patience, and sacrifices as prudent for women. Thus, when any girl in a traditional society reaches puberty she has to start wearing the *Purdah* and curtail her freedom inside and outside the household.

Purdah is not merely a set of prescriptive rules of behaviour that isolates women from contact with non-kin men, but also an inherent mechanism for the subordination of women within broader societal institution of patriarchy (Semen, M¹⁸³. 1988)

Nur¹⁸⁴ (1987) explored the approach of *Purdah* as a prescriptive rules. Thus, Muslim society has institutionalized the *Purdah* in the name of religious bindings, being responsible, in numerous instances, of the women's physical mobility.

Manonita¹⁸⁵ also described in her paper that South Asian culture stresses the notion of female pollution in terms of sexuality and childbirth, and both are associated with *Purdah*. In this society, as a young girl grows up she eventually learns that *Purdah*, immobility, modesty, silence and dependency of women are very important qualities, which ensure her sexual purity (Rozario¹⁸⁶, 1992:85).

Thus the girl internalizes that she is not someone who gets the priority in family and society and should not express her emotions. This socialization process helps women to understand that female should

181 Following Sharma (2006), *Purdah* prevents even the women's voice from being heard by men outside her circle of close relatives. The term signifies practices like eye avoidance and notions of womanly modesty. The concept of modesty is almost central to the psychology of the *Purdah*.

Source: Ram Nath Sharma (2006) "Problems of Education in India". Atlantic publishers & Distributors. Available at:

http://books.google.com.bd/books?id=4odAR3HVJNcC&pg=PA113&lpg=PA113&dq=how+Purdah+is+barrier+of+development%3F&source=bl&ots=8Hgrs5CaAK&sig=DjE010nMoS8ff2Wlts0BOUlv5YY&hl=en&ei=xGY3S4zVM8i14Qb0xpSQC&sa=X&oi=book_result&ct=result&resnum=2&ved=0CA0Q6AEwATgy#v=onepage&q=&f=false (Last entry December 24, 2010)

182 NazmirNur Begum (1987) described two issues in her paper. One is socio economic forces or pays another one is cultural religious forces or *Purdah*. The study reveals that to cope with the burgeoning problems of everyday life women and their guardians are obliged to seek compromise with the deals of *Purdah*.

Source: NazmirNur Begum (1987) *Pay or Purdah. Women and Income Earning in Bangladesh studies in Development and Social change.* Massy University, Palmerton, North New Zealand)

183 *Purdah* can refer to the veiling or covering of the entire body or of parts of the head and face through the manipulation of women's' attire. It can also refer to the practice of the seclusion of women inside their homes. In the sense of attire, *Purdah* can denote the practice of completely covering a woman's body by wearing a loose, body-covering robe called the *Burqa*.

Purdah, in the sense of seclusion, means restrictions on women's movements outside the home. Thus, a woman could be unveiled and yet observe *Purdah* by remaining in seclusion within the home. *Purdah* has further connotations for living arrangements within the home in the sense of separate living spaces for men and women — a feature that is often manifest in the architecture of family residences.

Source: Simeen Mahmud (1997) *Women's work in Urban Bangladesh; Is there an Economic Rationale? Development a Change, Vol.28: 235-266.* Institute of Social Studies, available at: <http://www3.interscience.wiley.com/cgi-bin/fulltext/119165379/PDFSTART> (Last entry December 24, 2010)

184 Ibid.

185 Ibid.

186 Ibid.

stay at home and limits women from entering into the economy.

Sajeda, A¹⁸⁷ (1997) in her study mainly pointed out the interaction between poverty and *Purdah*, arguing that it was preferable to view *Purdah* as the broader set of norms and structures instead of a set of standards of female morality with important implications for women's restrictions in economic activities and interactions with men within and outside the household.

Sajeda, A¹⁸⁸ (1997) also articulated that the notions of shame and loss of status related to violating traditional female work patterns are inextricably connected to the institution of *Purdah*.

Bakr¹⁸⁹ (1994) also stated that the practice of *Purdah* had been used deliberately as an instrument to enable men to dominate the family structure and divide labour by gender, leaving women extremely dependent upon their husbands, arguing that the subordination of the majority of women is propagated by attitudes derived from men.

Scholars such as Rozario¹⁹⁰ (1998), Hoodfar¹⁹¹ (1991) and Papanek¹⁹² (1982) argued that the poor educational and employment achievements of women were attributed to the prevalence of *Purdah* in many developing countries.

Thus, religion and ethnicity are often important factors affecting women's mobility and entrepreneurship (Jejeebhoy & Zeba¹⁹³, 2001). This is consistent with the idea that gender norms play an important role in determining women's empowerment (Mason & Smith¹⁹⁴, 2003).

Purdah and its negative impacts in women empowerment.

Sajeda¹⁹⁵, A (1977) argued how *Purdah* continues to limit women's opportunities to achieve gainful employment, mentioning that in rural Bangladesh women faced with landlessness and poverty also grapple with conservative social norms and practices that keep women especially poor women out of the formal workplace and bar their access to gainful economic activities.

She also explored that *Purdah* did not merely operate at the symbolic level and that it is indeed more profound in excluding women from large sectors of economic and social life. More importantly, the exclusion of women from direct access to cash income would come into serious jeopardy.

Tim Ensor and Stephanie Cooper¹⁹⁶ (2004) performed a research on the role of demand-side barriers in impeding access to the use of health service. They also included distance, education, opportunity cost

187 Following, Sajeda Amin (1997) mainly imposing *Purdah* norms on Muslims women accelerated feminization of poverty; it determines the Muslim women folk who practice *Purdah* as an excluded group. What causes the impoverishment of women may also cause the impoverishment of men. Therefore, what matters most to understand the causes of the feminization of poverty is not what causes poverty in aggregate terms but the gender inequalities behind poverty. In fact, since feminization is a process, women are prone to suffer greater and longer forms of poverty. The poverty suffered by women is far more severe than men and is rising disproportionately. Women headed households are the poorest of the poor and the hardships from the family are transferred to the children, continuing the poverty. (Source: Sajeda Amin (1997) "The Poverty-*Purdah* Trap in Bangladesh: Implications for Women's Role in the Family". Development and Change, vol.28.213-33. Institute of Social Studies.

188 Ibid.

189 Bakr, N. (1994). "Problems Faced By Women Journalists In Bangladesh", In FirdousAzim And NiazZaman (Eds.), Infinite Variety, Dhaka, University Press Ltd., Pp. 319-21.

190 Rozario, S. (1998). "Disjunctions and Continuities: Dowry and the Position of Single Women in Bangladesh". In: Risseuw, Caral Et Al (Eds.), Negotiation and Social Space: A Gendered Analysis of Changing Kin and Security. Networks in South Asia and Sub-Saharan Africa, New Dehli.

191 Ibid.

192 Ibid.

193 Jejeebhoy, S. J. & Zeba A. S. (2001). "Women's Autonomy in India and Pakistan: The Influence of Religion and Region". Population And Development Review 27(4), 687-712

194 Mason, K. O & Smith, H. L. (2003). "Women's Empowerment and Social Context: Results from Five Asian Countries". The Paper Was presented at the Rockefeller Foundation's Bellagio Study and Conference Centre the Fall 2 January 2003.

195 Ibid.

196 As Tim Ensor and Stephanie Cooper describe it, Demand-side barriers are defined as determinants of use of health care that are not dependent on service delivery or price or direct price of those services. (p.9, 2004). They include distance, education, opportunity cost and cultural and social barriers.'

Source: Tim Ensor and Stephanie Cooper (2004) "Overcoming Barriers to Health Service access and influencing the Demand side through Purchasing" available at: <http://siteresources.worldbank.org/HEALTHNUTRITIONANDPOPULATION/Resources/2816271095698140167/EnsorOvercomingBarriersFinal.pdf>.

and socio-cultural barriers.

These scholars found that there were many factors that influence the demand for healthcare. Even the cultural factors also may impede the demand for health care.

In this context, Rozario¹⁹⁷ (1998) linked the use of *Purdah* to the ability of families to keep their women at home because their socio-economic status was not directly dependent on the women to bring in the extra income

And, according to her the practice of *Purdah* among the poor, vulnerable and destitute women - as the Spectrum Widows and their children in the compensation process derived from the solution - also has an important impact on them since that would inevitably mean that they are the sole bread winner for their families even though in most of the developing countries including Pakistan, women generally are less educated than their men (Khan¹⁹⁸, 1993; Shah¹⁹⁹, 1986; Chaudhary & Chaudhary²⁰⁰, 1989; and Behrman & Schnieder²⁰¹ (1993).

Johnston²⁰² in his study observed that *Purdah* practice keeps females secluded from all men except those related by blood. It restricts female's mobility and minimizes their access to financial recourses and assets. Traditionally, women in Bangladesh have been excluded from formal employment by the cultural constraints of *Purdah*. As the agricultural sector is shrinking, the garment sector provides poor women the access to income earning activities. In this case, *Purdah* restriction contributed to the diminishing pattern of earning sources of most deprived women and failed to improve their economic condition.

Purdah and its negative influence in the lack of women's empowerment is also stated by the researches performed by Bakr²⁰³ (1994) stated that the practice of *Purdah* reduces women's mobility and their participation in various income and economic aspects of life, whether in education, income or employment. Hence, it enhances dependence as well as women's lack of empowerment.

In this context, Durrant and Sathar²⁰⁴ (2000) argued that the use of *Purdah* has had an influence on the lower status of women.

Their study further elaborated that women from conservative households were generally expected to have lower status than those from more modern households in Bangladesh and India. Thus, Muslim women tend to be less empowered than their Hindu counterparts, even though both groups of women may often live in the same geographic clusters of villages²⁰⁵.

Faraha²⁰⁶ (2009) examined the critical factors of women entrepreneurship development in Bangladesh,

197 Ibid.

198 Khan, S. R. (1993). Women's Education in Developing Countries: South Asia. In E. M. King and Anne M. Hill, Eds., Women's Education in Developing Countries: Barriers, Benefits, and Policies. Baltimore: Johns Hopkins University Press for the World Bank.

199 Shah, N. M. (1986). Pakistani Women: A Socioeconomic And Demographic Profile Pakistan Institute of Development Economics; Honolulu, Hawaii: East-West Population Institute of East-West Centre, Islamabad, Pakistan.

200 Ibid.

201 Behrman, J. R., & Schneider, R. (1993). An International Perspective on Pakistani Human Capital Investments in the Last Quarter Century. Pakistan Development Review 32 (1), 1-68.

202 *Purdah* norms restricted women in full participation of income earning activities. Because of the complex division of labour and *Purdah* norms the female wage labourer failed to get actual wages in comparison to male in labour market.

Source: Heidi Bart Johnston, "Relationships of Exclusion and Cohesion with Health": The case of Bangladesh. Available at: www.banglajol.info/index.php/JHPN/artical/viewPDF (Last entry December 24, 2010)

203 Ibid.

204 Durrant, V. L., and Sathar, Z. A. (2000). Greater investments in children through women's empowerment: A key to demographic change in Pakistan. Paper Was Presented At The Annual Meeting Of The Population Association Of America, Los Angeles.

205 European Journal of Social Sciences - Volume 11, Number 2 (2009) 269.

206 Here the term "social custom" means that the expected behaviour in a Society. Mainly the author explored here that some religious belief systems and social obligations hinders women in getting their full empowerment *Purdah* limits their capacity to bargain over the terms and conditions of work.

Source: Faraha Nawaz (2009) "Critical Factors of women entrepreneurship Development in Rural Bangladesh " : BDRWPS 5 (May 2009) http://www.Bangladeshstudies.org/files/WPS_no.5.pdf (Last entry December 24, 2010)

showing that rigid social customs and strong religious constraints created difficulties for women entrepreneurs in operating their business.

Hossain & Rahman²⁰⁷ (1999) observed that in Bangladesh women are socially neglected. *Purdah* prevents women to take part in different activities like social, economic, cultural and political. Male members of the family always want to keep their wives at home so that they would not participate in different entrepreneurial activities. *Purdah* is seen as norms that promote the seclusion of women. Bangladeshi fundamentalists have physically attacked women who transgress sexual norms (Goswami²⁰⁸, 1998)

A.M. Sultana²⁰⁹ (2009) explored that the relationship between the use of *Purdah* to deny rural women's access to education and employment, having the *Purdah* a vast impact on women's access to education and employment because it has been seen to impede women's freedom and mobility.

Due to the practice of *Purdah* women are prohibited from going outside and they are mostly restricted to the home. In Bangladesh, the use of *Purdah* has been viewed as female seclusion that is normally followed by a strict division of spaces for men and women (Rahman²¹⁰, 1994, Zaman²¹¹, 1995, Rozario²¹², 1992).

Papenak²¹³ (1982) has defined the concept and practice of *Purdah* also involves female seclusion.

Engels²¹⁴ (1989) saw female seclusion that was rigidly practiced by a minority of women, as the dominant social custom regulating the relations between men and women. Rozario²¹⁵ (1998) linked the use of *Purdah* to the ability of families to keep their women at home because their socio – economic status was not directly dependent on the women to bring in the extra incomes.

Therefore the status of a family is linked to its ability to protect its women through the strict use of the *Purdah*. In Pakistan, women generally are less educated than their men. (Khan²¹⁶, 1993; Shah²¹⁷, 1986; Chaudhari²¹⁸ & Chaudhari, 1989; and Behrman²¹⁹ & Schnieder, 1993).

Durrent and Sathar²²⁰ (2000) have examined women's status in Pakistan. They have argued that the use of *Purdah* has had an influence on the lower status of women.

Their study further elaborates that the women from conservative households are generally expected to have lower status than the modern households and the status depends on maintaining religious restrictions and cultural norms. The custom of women's seclusion through the use of *Purdah* exerts a strongly negative impact on women's education and employment. NolaInd²²¹ (1983) found that *Pur-*

²⁰⁷ Ibid.

²⁰⁸ Ibid.

²⁰⁹ In this paper the authors explored the ways in which the *Purdah* decreases women's mobility. Here mobility means that capability of moving from place to place. Source: A.M. Sultana, Influence of *Purdah* (veil) on Education and Employment of Women in Rural Communities. European Journal of Social Sciences – Volume 11, Number 2 (2009). Available at: http://www.eurojournals.com/ejss_11_2_08.pdf (Last entry December 24, 2010)

²¹⁰ Ibid.

²¹¹ Ibid.

²¹² Ibid.

²¹³ Ibid.

²¹⁴ Ibid.

²¹⁵ Ibid.

²¹⁶ Ibid.

²¹⁷ Ibid.

²¹⁸ Ibid.

²¹⁹ Ibid.

²²⁰ It has been found that *Purdah* norms eliminated women's participation in the labour market. It limits women's participation in modern occupations. Medicine and teaching are found to be the most important high prestigious occupations for educated conservative women.

²²¹ *Purdah* restrictions are responsible for the women's lack of access and success in education and employment sectors. The author noted that the use of *Purdah* was the

dah was the main reason for the low enrolment of female students in rural areas.

They cannot participate in income earning process because of observing *Purdah* which has limited their mobility. Religion and ethnicity are the important factors affecting women's mobility (Jejeebhoy & Zebra²²², 2001).

This is consistent with the notion that gender norms play an important role in determining women's empowerment (Mason & Smith²²³, 2003).

A study on the use of *Purdah* among Bangladeshi women was conducted by Begum²²⁴ (1998) where she concluded that the use of *Purdah* impeded women's mobility and it reduces their participation in various aspects of life.

Hashemi and Schuler²²⁵ (1996) followed this argument concluding that as result of *Purdah* practices Bangladeshi women were traditionally isolated at home with little social contact outside of their village. As a result they are poor and are not able to reduce their poverty.

A study by Bakr (1994), found that the practice of *Purdah* had been used as an instrument to enable men to dominate the family structure and divide labour by gender, leaving women extremely dependent upon their husbands.

Bakr²²⁶ further argued that the subordination of the majority of women is propagated by attitudes derived from men.

He also noted that in Bangladesh, the practice of *Purdah* was socially and culturally determined. After attaining puberty, women are put in seclusion and their movement is consequently limited within the confines of their homes. Any contact with the outside world is to be avoided and contact with males, especially non-kin in particular, is considered disgraceful and immoral (Papanek²²⁷, 1973; Begum²²⁸, 1989).

Based on the above discussion, it can be said that most scholars such as Begum²²⁹ (1998), Rahman²³⁰ (1994) and Zaman²³¹ (1995) claim that the practice of *Purdah* has a negative influence on women's education as well as their empowerment.

These authors have observed that there is a prevalence of the use of *Purdah* in a patriarchal family structure in Bangladesh.

They had also maintained that in rural Bangladesh, the women's movements are severely limited to their homes through the strict enforcement of *Purdah*. From the discussion of this research it has been known that in Bangladesh *Purdah* has been identified as social and cultural norms and it has tremendous negative impacts on women's education and employment.

main reason for the low enrolment of female students in secondary education in rural areas.

222 Ibid.

223 Gender role is defined as a set of perceived behavioural norms associated particularly with males and females in a given Society. The author pointed out here that the existing gender norms promote men's control over women and it reduces women's decision making ability.

224 Ibid.

225 Ibid.

226 Ibid.

227 Ibid.

228 Ibid.

229 Ibid.

230 Ibid.

231 Ibid.

Burhan²³² also concluded that *Purdah* is embraced in both rural and urban cultures in Bangladesh. Initially it has a negative reaction to the confinement of women in the domestic sphere. Although there was strong segregation of gender roles in Bangladesh, women's roles were more flexible and adapt better to changing household strategies than the roles of men. Therefore, as the population as a whole shifts away from an agrarian society, women were better equipped to deal with the change and assume the informal roles society offers. But *Purdah* is one of the obstacles in the way of empowering women.

Simeen²³³ asserts that focusing so much attention on *Purdah* and its negative effects on women obscures the universality of the division of labour along gender lines.

Manonita²³⁴ explored in her paper mainly the social capital factors of postnatal depression among south Asian women. In her research paper she also pointed out the status of women in South Asia. In this context she mentioned that women are generally domestic workers, not employed and women's participation in the productive sphere is greatly restricted.

Sharma²³⁵ analyzed in his paper that there are various problems of women's education in India. In a holistic study he also pointed out that the causes of shortfalls in the enrolment of girls at the primary and middle stages of education are social customs. Certain social customs such as *Purdah* system stand in the way of girls' education. He also mentioned that many parents who like to educate their girls are unable to do so because of co-education.

Afreen²³⁶ explored the pre and post new venture creation barriers of women entrepreneurs in a developing country represented by Bangladesh. Women entrepreneurs experience a number of barriers and issues that are greater than those facing small businesses in general. She also mentioned that South Asian societies like Bangladesh are greatly influenced by two factors, one being the cultural norm of *Purdah* and the other being the notion of *izzat*²³⁷ (Papanek²³⁸, 1982; Shaheed²³⁹, 1990). She also pointed out that the *Purdah* system keeps women out of business and stands in the way of freedom of women's mobility.

The Influence of the Religious Practices in the *Purdah*

Finally, the *Purdah* influence can also be clearly stated in communities with significant influence by local religious practices on the woman's status, especially among Muslims (Miah²⁴⁰, 1992) and where the Islamic dictum for women to be shy and have sham leads to the rule of showing reverence to the elders

232 The authors explored that in spite of having the qualities to adapt with the working place, women are unable to contribute in the labour market. *Purdah* is a barrier to gain access to the necessary resources.

Source: Dr.H.LaluBurhan. "The Experimental and Theoretical issues on Empowerment of Family and Family Resilience" (A case study in Bangladesh and Indonesia) Available at: www.bkkbn.go.id/webs/Detailprogram.php?LinkID=362

233 Ibid.

234 Heidi Bart Johnston. "Relationships of Exclusion and Cohesion with Health": The case of Bangladesh. Available at: www.banglajol.info/index.php/JHPN/artical/viewPDF
The separate worlds of men and women in a *Purdah* society involve a sharp division of labour. Within most residential units, work is divided with males typically earning a living outside the family home, while females take charge of the domestic sphere. *Purdah* practices have made it difficult for women in South Asia to engage in public, political or economic processes and have excluded them from village institutions.

235 Ram Nath Sharma (2006) "Problems of Education in India". Atlantic Publishers & Distributors.
http://books.google.com.bd/books?id=4odAR3HVJNcC&pg=PA113&lpg=PA113&dq=how+Purdah+is+barrier+of+development%3F&source=bl&ots=8Hgrs5CaAK&sig=DjEO10nMoS8ff2WIts0BOUIv5YY&hl=en&ei=xGY3S4zVM8i14Qb0xpSqCA&sa=X&oi=book_result&ct=result&resnum=2&ved=0CA0Q6AEwATgy#v=onepage&q=&f=false

236 The greatest deterrent to women entrepreneurs is that they are women and also the practice of *Purdah*. A kind of patriarchal-male dominant social order is the building stumbling block to them in their way towards business success.

Source: Ram Nath Sharma (2006) "Problems of Education in India". Atlantic Publishers & Distributors. Available at:
http://books.google.com.bd/books?id=4odAR3HVJNcC&pg=PA113&lpg=PA113&dq=how+Purdah+is+barrier+of+development%3F&source=bl&ots=8Hgrs5CaAK&sig=DjEO10nMoS8ff2WIts0BOUIv5YY&hl=en&ei=xGY3S4zVM8i14Qb0xpSqCA&sa=X&oi=book_result&ct=result&resnum=2&ved=0CA0Q6AEwATgy#v=onepage&q=&f=false
(Last entry January 2, 2011)

237 Urdu word. From Arabic "*izzah*" means glory, honour or prestige. Available at: <http://www.thefreedictionary.com/izzat> (Last entry December 16, 2010)

238 Ibid. The *Purdah* system, which limits a women's mobility outsider her home, may be an extreme example of highly segregated system of sex role allocation. The *Purdah* system is also related to status, the division of labour, interpersonal dependency, social distance and the maintenance of moral standards.

239 Ibid.

240 Miah, M.M. R. and Ailon N. Mizan (1992) "Labour Force Participation and Fertility: A Study of Married Women in Bangladesh". International Journal of Sociology of the Family, 22 (2), 69-82.

by being quite and keeping one's head covered in their presence (Feldman and McCarthy²⁴¹, 1983: 951) Following these authors, "... to have shame ..." means a wife will not behave in ways which can jeopardize her husband's family prestige.

In this context, some local belief that:

"... the Heaven lies at the feet of the husband ..." (Hartman and Boyce²⁴², 1983: 82)

has gained wide acceptance among most Muslim rural women. Such beliefs result in complete allegiance to the husband's wishes and decisions without challenge.

A practice of *Purdah* among the Muslims women in Bangladesh also has a religious justification and indirectly reflects women's lower status in society and in marriage being *Purdah* considered a social means to control women's sexual power and morality (Mernissi²⁴³, 1975)

In other words, overcoming this third great challenge in order to guarantee the sustainability of the *solution* after its acknowledgement by the head of the family and the community where they live (*Para*) required me to ask to the following question:

How could assistance be made available to the Spectrum Widows through the implementation of the Scheme to exercise their Women Rights contemplated in the Bangladeshi Constitution in an environment featured by the permanent presence of the Purdah and where the "izzat" of a family was reflected in women's observance of Purdah and represented the social status of a family and, consequently the seclusion is an indicator of social status of women which they are expected to maintain for their personal prestige? (Karim²⁴⁴, 1963)

4.5.2 THE PURDAH ASSESSMENT TOOL

a. Background.

The methodology used in this subchapter to assess the Widows Vulnerability has been adapted from the "*WHO Multi-country Study on Women's Health and Domestic Violence against Women*" and it was specifically designed to understand:

- (i) the actual level of Vulnerability - *Purdha* – in the minds of the main potential beneficiaries (i.e. widows and their children) which impeded to manage the contributions to be received from the *Spectrum Voluntary Relief Scheme*;
- (ii) the social and violent environment against women – Widows - in the minds of the household of the families where they lived after the fatal labour *Disaster* and, finally,
- (iii) the impact of the accident in the lives of the children.

Based on this general objective, the main and other specific objectives of this sub-chapter were as follows:

- At macro level, to provide a protocol to be replicated in the future before any compensation process begins for the textile industry, trade unions and civil society actors to quantify

²⁴¹ Feldman, S. and F.E. McCarthy (1983) "The Purdah and Changing Patterns of Social Control Among the Rural Women in Bangladesh". *Journal of Marriage and the Family* 45 (Nov): 949-959.

²⁴² Hartman, Betsy and Boyce, James K. (1983: 82) "A Quite Violence: Views from Bangladesh Village". San Francisco. Institute for Food and Development Policy.

²⁴³ Mernissi, F. (1975) "Beyond the Veil". Nutrition and Food Science Institute. New York: Shenkman Press.

²⁴⁴ Karim, A. K. N. (1963) "Changin Patterns of an East Pakistan Family". In *Wome in New Asia* (ed. B. Ward) Paris. UNESCO.

jointly the levels of vulnerability of the potential beneficiaries based on key indicators from other international experiences in the field of Violence Against Women (hereinafter VAW).

- At micro level, to obtain a map based on valid indicators of the prevalence and frequency of different forms of physical, sexual and emotional VWA perpetrated by either their husbands or any in-laws before the accident, in order to understand the level of *Purdah* in their minds as a starting point.

b. Structure.

The **Purdah Questionnaire** was jointly designed by all *secondary* stakeholders, and its indicators were built around the three mentioned P_s :

Table 4.13. Breackdown of Purdah Project key indicators

P_s .	Key Indicator.	Specific Objective. (Measuring the influence of...)	Possible Correlation Examples.	Indicator Category.	Assessment (Licker Scale)
P_s	WIDOW'S AGE.	<i>Widows' age at the time of the accident on their free disposition of compensations pledged by SGRP.</i>	<i>The younger the Widows, the more excluded they were –and vice versa.</i>	<i>Numeric Formula.</i>	<i>1-5</i>
P_r	AGE AT MARRIAGE.	<i>Early Marriages on Widows' free disposition of compensations pledged by SGRP.</i>	<i>The younger the Widows were at the time of their wedding, the more excluded they were –and vice versa.</i>	<i>Numeric Formula.</i>	<i>1-5</i>
P_r	MARRIAGE TIME.	<i>The number of married years on Widows' free disposition of compensations pledged by SGRP.</i>	<i>The shorter the marriage, the more excluded Widows were –and vice versa.</i>	<i>Auto Numeric Formula.</i>	<i>1-5</i>
P_r	REGISTRATION OF MARRIAGE.	<i>Registered marriage on Widows' free disposition of compensations pledged by SGRP.</i>	<i>The shorter the marriage, the more excluded Widows were –and vice versa.</i>	<i>Boolean Alphanumeric.</i>	<i>1-2</i>
P_r	INHERITANCE LAW KNOWLEDGE.	<i>A reasonable knowledge on Widows' and children's In heritage Rights free disposition of compensations pledged by SGRP.</i>	<i>The lesser the knowledge, the more excluded these groups were –and vice versa.</i>	<i>Free Alphanumeric.</i>	<i>1-5</i>
P_r	DOWRY KNOWLEDGE.	<i>Levels of Dowry contributed by Widows' families before or during the marriage on Widows' free disposition of compensations pledged by SGRP.</i>	<i>The more Widows accepted Dowry practices, the more excluded they were –and vice versa.</i>	<i>Free Alphanumeric.</i>	<i>1-5</i>
P_r	PURDAH EXPOSURE.	<i>Widows' intimate experiences with internal and external Purdah expressions on Widows' free disposition of compensations pledged by SGRP.</i>	<i>The more Widows accepted Purdah practices in their daily lives, the more excluded they were –and vice versa.</i>	<i>Free Alphanumeric.</i>	<i>1-5</i>
P_r	SHALISH KNOWLEDGE.	<i>Access/ involvement to any formal/ informal systems to protect Women's Rights by people close to the widows in their local communities on Widows' free disposition of compensations pledged by SGRP.</i>	<i>The more access/knowledge/ exposure to local mechanisms to protect Widows' s Rights, the lesser Widows' exclusion –and vice versa.</i>	<i>Free Alphanumeric.</i>	<i>1-5</i>
P_s	NEIGHBOURHOOD.	<i>Place of residence (i.e., slums) on Widows' free disposition of compensations pledged by SGRP.</i>	<i>Greater exclusion for Widows residing in slums –and vice versa.</i> <i>Widows residing at their in-laws' experienced greater exclusion –and vice versa.</i>	<i>Free Alphanumeric.</i>	<i>1-5</i>
P_s	HOUSING CONDITIONS.	<i>Influence of housing conditions on Widows' free disposition of compensations pledged by SGRP.</i>	<i>The more deficient Widows' housing conditions were, the more excluded they were –and vice versa.</i>	<i>Free Alphanumeric.</i>	<i>1-5</i>
P_s	SUPPORT FROM KIN/ NEIGHBOR.	<i>Influence of Trust Networks (Social Capital) in Widows' communities on their free disposition of compensations pledged by SGRP.</i>	<i>The more engaged Widows were in trust networks (Social Capital), the lesser their exclusion –and vice versa.</i>	<i>Free Alphanumeric.</i>	<i>1-5</i>

P_4	WIDOW'S EDUCATION LEVEL.	<i>Influence of Widows' educational level on their free disposition of compensations pledged by SGRP.</i>	<i>The more uneducated Widows were, the more excluded they were –and vice versa.</i>	<i>Free Alphanumeric.</i>	<i>1-5</i>
P_4	OCCUPATION.	<i>Influence of Widows' occupation on their free disposition of compensations pledged by SGRP.</i>	<i>Widows with a formal occupation were subject to lesser exclusion –and vice versa.</i> <i>The more uneducated Widows were, the more excluded they were.</i>	<i>Free Alphanumeric.</i>	<i>1-5</i>
P_2	FAMILY IN-COME.	<i>Influence of income levels on Widows' free disposition of compensations pledged by SGRP.</i>	<i>The more unstable Widows' income, the more excluded they were –and vice versa.</i> <i>The safer, more stable Widows' income, the more excluded they were.</i>	<i>Numeric Formula.</i>	<i>1-5</i>
P_2	FAMILY EXPENDITURE.	<i>Influence of household spending on Widows' free disposition of compensations pledged by SGRP.</i>	<i>The greater the Widows' household spending, the lesser they were excluded –and vice versa.</i>	<i>Numeric Formula.</i>	<i>1-5</i>
P_2	FAMILY IN-COME AND EXPENDITURE GAP.	<i>Influence of gap between household income and spending on Widows' free disposition of compensations pledged by SGRP.</i>	<i>The greater the gap (more favourable), the lesser Widows were excluded –and vice versa.</i>	<i>Auto Numeric Formula.</i>	<i>1-5</i>
P_2	HEAD OF HOUSEHOLD.	<i>Influence of a household headed by an in-law on Widows' free disposition of compensations pledged by SGRP.</i>	<i>Widows living in households headed by in-laws were more excluded –and vice versa.</i>	<i>Free Alphanumeric.</i>	<i>1-5</i>
P_4	NUMBER OF CHILDREN.	<i>Influence of the number of Widows' children on their free disposition of compensations pledged by SGRP.</i>	<i>The larger the number of Widows' children, the more excluded they were –and vice versa.</i>	<i>Numeric Formula.</i>	<i>1-5</i>
P_4	SEX OF CHILDREN.	<i>Influence of children's gender on Widows' free disposition of compensations pledged by SGRP.</i>	<i>Daughters raised Widows' exclusion levels.</i>		

This survey included issues considered in the aforementioned WHO report, such as:

- Responding Spectrum Widows and their communities;
- their general and reproductive health;
- their financial autonomy;
- their children information;
- their husbands;
- their experiences of husband/in-laws violence and, finally
- the impact of violence on their lives.

c. Interviews.

The interviews were conducted at Caritas Bangladesh facilities (August 2010) by a joint team integrated by representatives of all secondary stakeholders (Naripokkho and BNLWA) targeting the four following groups: (i) Spectrum's widows; (ii) remarried; (iii) their children (especially daughters) and (iv) the household where they live after the fatal accident.

The questionnaire narratives were previously translated into Bangladeshi by Naripphokko and BNLW teams, and some questions (wording) were adapted to their local culture, as the information obtained was used later to interpret the quantitative research findings as well as to supplement quantitative data.

Every interview ended on a positive note, identifying the respondent's strengths and abilities and, finally, all manual and electronic records were erased once transcripts have been made.

From the outset of the study it was recognized that violence is a highly sensitive issue, and that wid-

women would not disclose their experiences of violence.

For this reason, in designing the questionnaire, an attempt was made to ensure that widows would feel able to disclose any experiences of violence before and after the accident of her husband.

The Questionnaire was structured so that the early sections would collect information on less sensitive issues, and the more sensitive issues, including the nature and extent of partner and non-partner violence, would be explored later, once a rapport had been established between the interviewer and the Widow and her children.

Finally, the word “violence” itself has been avoided throughout the Questionnaire. In addition, careful attention was paid to the wording used to introduce the different questions on “violence”.

c. Questionnaire Structure.

Following the experience of WHO, the WAV Assessment Questionnaire (See Appendix 17) was articulated through:

- administration form;
- household selection form and questionnaire;
- women’s questionnaire and,
- finally (iv) a reference sheet.

4.14.- Breakdown VAW Assessment sections

Section	Subject.
Section 0	Widow personal information.
Section 1	Widow’s Social Environment after the Disaster.
Section 2	Widow at the Community (Social Capital)
Section 2	General Health before and after the Spectrum Disaster
Section 3	Purdah Definition.
Section 3	Purdah Psychological Implications
Section 3	Purdah and its influence in the community rules and norms
	Purdah seclusion and isolation
	Purdah and empowerment implications
	Reproductive Health
Section 4	Children
Section 5	Information on Widows’ deceased husbands
Section 6	Widows’ attitudes towards gender roles
Section 7	Marriage relationships
Section 8	Injuries
Section 9	Impact and coping
Section 10	Other experiences
Section 11	Financial independence
Section 12	Interaction with local trade unions after the Spectrum Disaster
Section 13	Women Rights in practice
Sections 14 and 15	Child Assessment
Section 16	Household Rights

d. Sample Design.

The quantitative component of the study consisted of a cross-family household survey and included individual interviews to: (i) the Spectrum's Widows and their children and (ii) the household where the Spectrum's Widows live after the fatal accident of their husbands.

e. Ethical and safety considerations.

As I mentioned previously, the *Purdah Questionnaire Assessment* was based on the previous one performed by WHO Study based on the IRNVAW experience, as well as the Council for International Organizations of Medical Science (CIOMS) International Guidelines for Ethical Review of Epidemiological Studies²⁴⁵.

These ethical and safety *guidelines*²⁴⁶ have served to set standards for research on this and other sensitive issues in several of the research institutions involved in the WHO Study and elsewhere.

Both the WHO and the *Purdah Assessment Questionnaire* emphasized the importance of ensuring confidentiality and privacy, both as a means to protect the safety of respondents and field staff, and to improve the quality of the data.

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246 The safety of respondents and the research team was taken to be paramount, and guided all project decisions. The VAW Assessment aimed to ensure that the methods used built upon current research experience about how to minimize the underreporting of violence and abuse. Mechanisms were established to ensure the confidentiality of women's responses. All research team members were carefully selected and received specialized training and support. The VAW Assessment design included actions aimed at minimizing any possible assistance to available local services and support. Where few resources existed, the Study created short-term support mechanisms.

Chapter 5. - Analysis

5.1. INTRODUCTION

This Chapter 5 analyses the main outcomes which resulted from the varying methodological schemes designed in a relational and participatory manner between different stakeholders – primary and secondary- with the aim, in the short run, to find a sustainable solution to the crisis derived from the factory collapse and, in the long run, to develop processes to accumulate gradually Social Capital (Trust) between all stakeholders involved, as detailed in the following Table 5.1:

Table 5.1.- Summary of Chapter 5 by subchapters.

Chapter	Nature	Solution	Stakeholder involved	Potential Beneficiaries.
5.2.	Actuarial	SPECTRUM COMPENSATION SCHEME FOR INJURED WORKERS	PRIMARY (BNC, Incidin Bangladesh, ITGLWF and the Author)	Spectrum Injured Workers.
5.3.	Actuarial	SPECTRUM COMPENSATION SCHEME FOR THE FAMILIES OF THOSE DECEASED.	PRIMARY (BNC, Incidin Bangladesh, ITGLWF and the Author)	Spectrum Injured Workers and Families of those deceased
5.4.	Social (Macro)	ASSESSMENT OF ACTUAL LEVEL OF VAW IN BANGLADESH	SECONDARY (BNWLA, Nariphokko and the Author)	
5.5.	Social (Messo)	ASSESSMENT OF AGGREGATE VAW DATA AT MESSO LEVEL	SECONDARY (BNWLA, Nariphokko and the Author)	
E	Social (Micro)	The Purdah Project	SECONDARY (BNWLA, Nariphokko and the Author)	Spectrum Widows

5.2. SPECTRUM COMPENSATION SCHEME FOR INJURED WORKERS

As I mentioned in previous Chapters, the absence of a generally accepted insurance methods (Local Insurance Best Practices) in Bangladesh to assess effects/damages arising from labour accidents in the workplace, meant to study different alternatives which while not referring specifically to the insurance industry in Bangladesh, could allow the injuries of the wounded employees to be quantified in a:

- practical;
- expedite and
- easy way.

To do that, I selected the *Scale of Injuries* from the International Best Practices¹ (*Spanish Traffic Accidents Law*²), being the reasons that justified my decision to use the mentioned *Scale*:

- The *Scale - Spanish Baremo* - was an instrument for calculation considered by Spanish Law and, as such, it was of mandatory compliance and generally accepted in Spain;

¹ On 23 October, the *Diario da República* published the “Tabela Indicativa para la valiação da Incapacidade em Direito Civil” (Indicative Table for the assessment of Incapacity in Civil Law) (Decree no. 352/2007). This is a medical table, inspired by the “European Scale” and which is used to value psycho-physical damages using a points system. The Recitals justifies the creation of the aforesaid Table by the need to offer an equal valuation of the loss of capacity for daily life and in the gradual trend towards the creation of systems for the valuation of corporal damages in civil law which is taking place in the legislations of different countries (Spain, Italy). The Table contains rules of general use which are suspended in the event of multiple effects, allowing the application by analogy of the tables to cases which are not included therein.

² Concept defined in the “Annexe on the System for the Assessment of Damages Caused to Persons in Traffic Accidents”, of Royal Decree 8/2004, of 29 October, approving the Revised Text of the Civil Liability and Insurance for motorised vehicle circulation Act.

- it was widely used by Spanish Courts and,
- it was generally used by the Spanish insurance industry to calculate compensations.

Following the mentioned International Insurance Best Practices, the *primary stakeholders*, after several meetings held at Da Vinci Hotel (Dhaka, Bangladesh) (January 2006), jointly decided to use my proposal – the adapted *Scale* - as a tool to evaluate Spectrum worker injuries based on *points*, independently assigned by an external medical team, and based on:

- Biometric data of Spectrum injured workers (i.e. age and characteristics of his/her family unit, among others) and,
- Injuries workers assessment performed by the *Tripartite Mission Teams*.

a. Biometric data of Spectrum injured workers.

Socio-demographic data obtained by the four *Tripartite Mission Teams*, following their visits to the communities where potential beneficiaries lived, enabled the following:

- evaluate the implications of the injuries and their consequences in the future life of workers both personal and professional on the basis of a set of indicators (age; number of direct and/or dependent relatives);
- identify possible successors and, finally,
- calculate the *loss of income* as a result of the Spectrum *Disaster*.

Thus, a breakdown of the information gathered by the mentioned *Tripartite Mission Teams* (i.e. salary level by age received by the Spectrum workers at the time of the *Disaster*) is as follows:

Table 5.2- Spectrum injured workers salary by ranges.

Age Range	Salaries Accumulated	Number of Injury Spectrum Workers	Average Salary in Takas
<=20	15,500	5	3,100
>=21-<=25	120,200	26	4,623
>=26-<=30	87,800	18	4,878
>=31-<=35	4,000	1	4,000
>=36-<=40	11,400	3	3,800
>=41-<=45	-	-	-
>45	2,200	1	2,200
TOTALES	241,100	54	4,465

b. Injuries workers assessment.

As I mentioned in the previous paragraphs, the *Tripartite Team* opened not only offered me the opportunity to gather jointly agreed information related to the socio-economic conditions of the injured workers and the families of those deceased, it also brought to all *primary stakeholders* the opportunity to (i) continue accumulating *Trust* through training locally those Trade Union affiliated to the ITGLWF and, as well as, the Entrepreneurs Organization Representatives (BGMEA) and

(ii) collect private and sensitive information of the potential beneficiaries and definitively, key to calculate and to quantify the Scheme compensations and (iii) resolve the lack of independent information relating to the real status of Spectrum injured workers and their possible effects and incapacities in carrying out a *professional activity*.

Therefore, in the face of this *gradual accumulation of Trust* encouraged by the Tripartite Mission's success, I proposed to *primary stakeholders* (i.e. BNC, Incidin Bangladesh, BGMEA and ITGLWF) to continue with this process of creation/accumulation of Social Capital (*Trust*) and to subsequently develop a second *relational* tool, focused on collecting technical and independent data on Spectrum workers injuries and their corresponding effects derived from the Spectrum *Disaster*.

To this end, I recommended the mentioned *primary stakeholders* to combine those data gathered prepared by the local health authorities immediately after the factory collapse (See following Table 5.3.) with the data gathered after the Tripartite Mission's visits to the communities where injured workers and their families lived.

The following Table 5.3 shows the first set of injuries workers data gathered by the Tripartite Team:

Table 5.3.- First medical appraisal to the Spectrum injured workers performed by the Tripartite Team.

Code.	Age.	Injuries.	Salary.
18	26	Paralyzed on right side of the body. Two ribs and chest fractured.	75,08
19	30	Gush in belly and whole body burned. Pain.	75,08
20	22	Gush in ankle. Fever.	43,79
21	23	Injured in chest and shoulder. Cannot do any hard work.	50,05
22	20	Injury in chest. Pain and cannot straight for long time.	56,31
23	27	Injury in right leg, left hand and right side of chest.	56,31
24	25	Injury on chest. Could not do any hard job.	68,82
25	23	Iron bar pierced into this vain. Cannot walk.	68,82
26	25	Severely kidney injury.	62,56
27	27	Not regain previous stamina.	40,04
28	37	Fracture in right legs, lower portions of legs, injury in right chest.	68,82
29	28	Bone under eyes fractured injure in chest. Irregular urine.	62,56
30	23	Injure in right hand and wrist. Prickliness when walk.	56,31
31	21	Iron bar pierced into hands and vest gush.	56,31
32	27	Injure in chest and leg by iron bar.	75,08
33	30	Injury in hand and leg.	62,56
34	40	Bruised whole body. Cannot get stamina to work (?).	30,03
35	24	Gush in legs and back.	62,56
36	25	Bruise from both hands and legs. Paralyze left hand.	62,56
37	21	Head injury. Gush in knee joint in left leg.	62,56
38	28	Several minor injuries.	75,08
39	61	Several injuries.	27,53
40	22	Paralyzed left side.	62,56
41	28	Injured in chest.	70,07
42	22	Fracture in chest, problem in legs. Cannot sit.	56,31
43	19	Injuries in chest.	25,03
44	22	Injured in right shoulder. Lower portion of Jaw, Head and Chest.	62,56
45	30	Cut off leg, injury in chest and hand.	62,56
46	21	Injury in chest and waist. Cannot run properly.	62,56
47	22	Injury in kidney, waist and chest. Pain and problems with left leg.	68,82
48	30	Fracture in backbone. Chest injury. Bruised from shoulder. Prickle	62,56

		when lie down. Paralyze on upper knee.	
49	30	Dismantled right hand and lower portion including right wrist. 4 fingers cut up.	62,56
50	24	Injury in legs. Pain.	40,04
51	25	Injured in head. Unstable.	68,82
52	20	Injury in chest. Pain.	31,28
53	26	Burn of back of left side. Always tired.	62,56
54	18	Injured in head. Right shoulder with crutch.	31,28

Source - Fact Finding Mission Report On Spectrum Disaster Victims.

This second tool revealed both a positive and a negative finding. The former included the continuous *accumulation of Social Capital*, whereas the latter showed inaccuracies in the data obtained by the four teams of Fact Finding Mission regarding the injuries and consequences suffered by Spectrum workers. Eventually, this would partially hinder the use of the Scale and its corresponding injury categories (I to IV).

However, the levels of *Trust* accumulated during this second project enabled *primary stakeholders* to elaborate a consensus scheme in order to solve data inaccuracies.

Thus, Neil Kearney (ITGLWF), Roy Ramesh (BNC), Incidin Bangladesh and I, jointly accepted the following *eight relational agreements*:

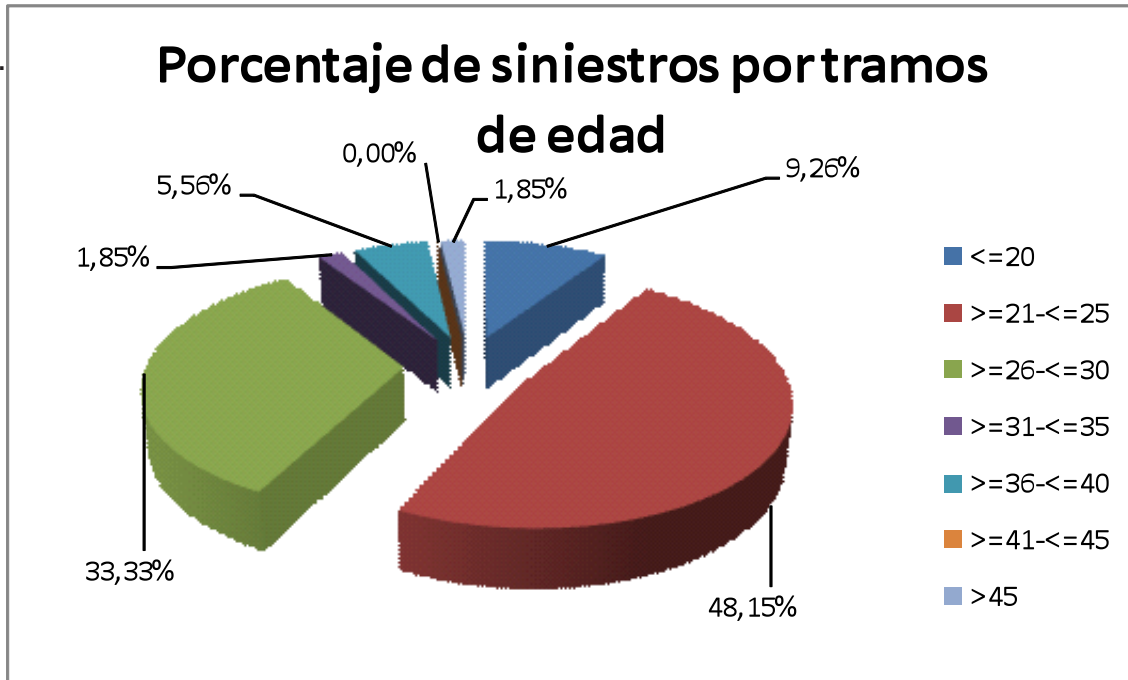
1. **First Agreement-** To simplify the injury assessment process regulated by the *Spanish Baremo (Scale)* with another process based on terms of reincorporation of injured workers to the formal labour market. To this purpose, Spectrum injured workers were divided into four groups. (Group I to IV) (See Table 5.4.);
2. **Second Agreement-** To assign to each injured Group (I to IV), in accordance with the *essence* of the *Spanish Baremo*, a fix and closed amount of *Scale* points, being the final number of points assigned to each category as follows:

Table 5.4.- Definition of Spectrum Scale categories (grouping criteria)

Group	Description	Points
Group I.	Those workers that their injuries leave permanent, very severe after-effects that prevent the employee from carrying out any type of professional activity.	75
Group II.	Those workers suffering injuries from which partial recovery is possible but which reduce the victim’s capacity for future work.	20
Group III.	Those workers with temporary injuries of undefined severity which do not hamper normal occupational activity for a prolonged period of time.	10
Group IV.	Those workers with temporary superficial injuries of minor importance that do not prevent the employee from carrying out his/her normal occupational activity.	0

Being a breakdown of the first resulting categories by Spectrum injured worker in accordance to the valuation performed by the *Tripartite Team* is as follows:

Figure 5.



Noting that: (i) 42.59% of the Spectrum injured workers no receive any compensation derived from the *solution* and (ii) 40.74 % of them be entitled to receive both the initial Lump Sum Payment and a pension for 5 or more years.

Figure 5.2.- Average of injured Spectrum worker by Grupo I

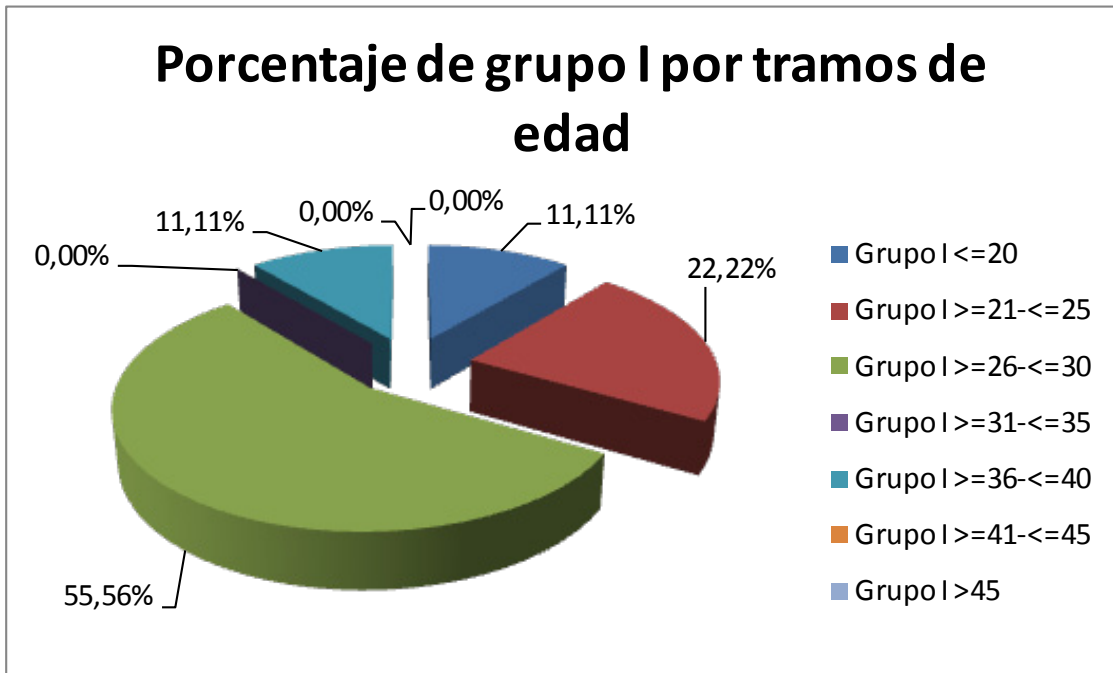


Figure 5.3- Average of Spectrum injured worker by age Within Group II.

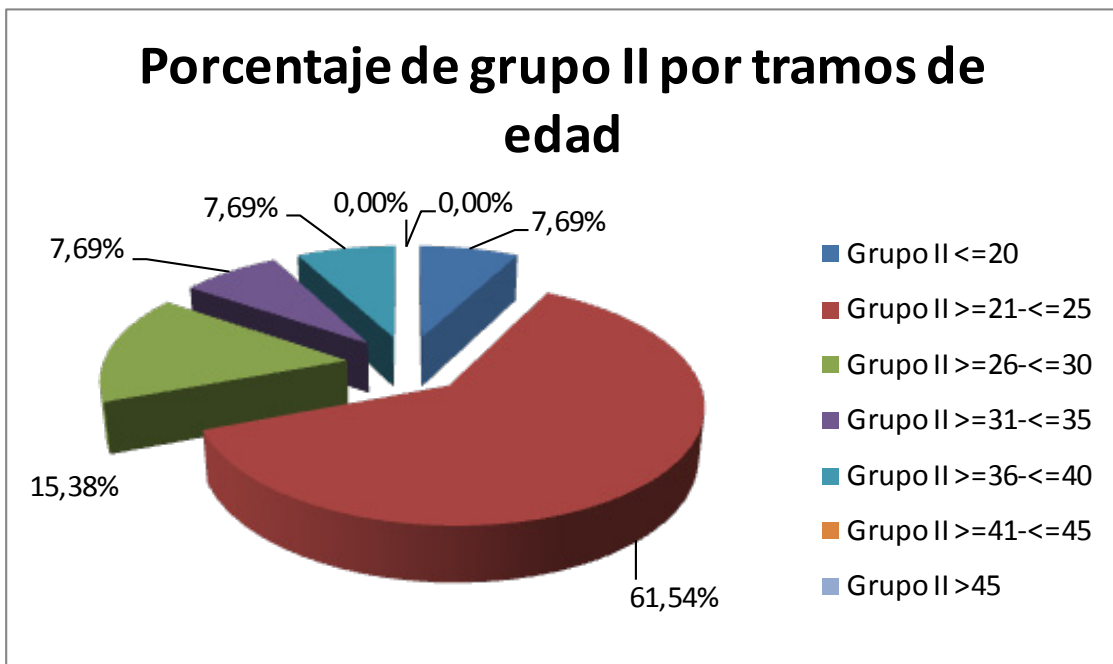
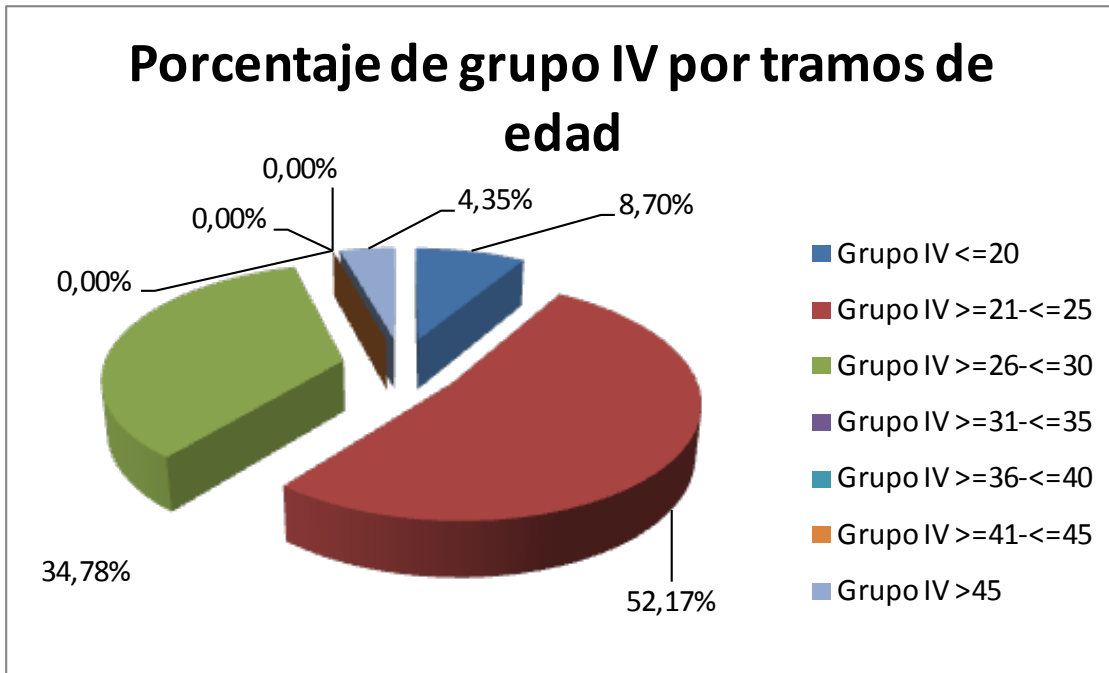


Figure 5.4 Average of Spectrum injured worker by age within Group IV.



Finally, the summary resulting injured Spectrum workers by Group is as follows:

Table 5.5.- Summary of Spectrum injured workers by the *Scale* classification.

Spectrum Injured Number	54
Sex	Male.
Age at the time of the accident	25,94
Average Salary	4,464.81 Takas/ Month
Total Group I	9
<=20	1
>=21-<=25	2
>=26-<=30	5
>=31-<=35	-
>=36-<=40	1
Total Group II	13
<=20	1
>=21-<=25	8
>=26-<=30	2
>=31-<=35	1
>=36-<=40	1
Total Group III	9
<=20	1
>=21-<=25	4
>=26-<=30	3
>=31-<=35	-
>=36-<=40	1
Total Group IV	23
<=20	2
>=21-<=25	12

>=26-<=30	8
>=31-<=35	-
>=36-<=40	-
>=41-<=45	-
>45	1

3. **Third Agreement-** To guarantee the independence of the process of grouping each Spectrum injured worker in the four mentioned categories (I to IV) and, as such, eliminating any *opportunistic* situations favourable to any potential beneficiaries, based on an independent assessment made by Spanish medical team (Juan Canalejo Hospital, A Coruña, Spain), based on:

- the injuries suffered and
- the age of the workers at the date of Spectrum collapse.

Noting that after performing the mentioned medical appraisal, (i) some injured workers moved up from their previous categories (See Table 5.6) and (ii) a significant potential injured workers moved down from their original classifications and the resulting final grouping was as following:

Table 5.6.- New Spectrum injured Groups (I to IV) resulting from the independent Spanish Medical Team.

	<u>Valuation Made by the Tripartite Team</u>	<u>Valuation Made by the Tripartite Team</u>	<u>Ups and Downs</u>
Spectrum Injured Number	54		
Sex	Male		
Age at the time of the accident	25.94		
Total Group I	9	4	-5
<=20	1		
>=21-<=25	2		
>=26-<=30	5		
>=31-<=35	-		
>=36-<=40	1		
Total Group II	13	6	-7
<=20	1		
>=21-<=25	8		
>=26-<=30	2		
>=31-<=35	1		
>=36-<=40	1		
Total Group III	9	6	-3
<=20	1		
>=21-<=25	4		
>=26-<=30	3		
>=31-<=35	-		
>=36-<=40	1		
Group IV	23	21	-2

<=20	2		
>=21-<=25	12		
>=26-<=30	8		
>=31-<=35	-		
>=36-<=40	-		
>=41-<=45	-		
>45	1		

4. **Fourth Agreement-** To *deflate* the compensations established by the *Scale* in line with the *minimum wage* in Spain and this, in turn, was converted into Taka in accordance with the *minimum wage* in the RMG Sector Bangladesh (2005).

In this way some comparison of the level of due compensation in both countries could be made, and a monetary valuation of the point in units of the Bangladeshi disposable income undertaken.

Table 5.7 shows the valuation of each *point* of the *Scale* (Spanish *Baremo*) in accordance with (i) the age of the Spectrum injured worker and (ii) the accumulation of injury *points*, yielding the final entitlement and used by the *solution* as a reference to *deflate* it.

Table 5.7.- Scale points value in Euros (point value)

Points.	Younger of 20 years.	From 21 to 40years.	From 41 to 55 years.
1	33,68	31,18	28,68
2	34,72	32,07	29,42
3	35,65	32,86	30,08
4	36,48	33,57	30,66
5	37,20	34,17	31,15
6	37,81	34,69	31,56
7	38,62	35,38	32,14
8	39,36	36,01	32,67
9	40,01	36,57	33,12
10-14	40,58	37,05	33,52
15-19	47,70	43,66	39,62
20-24	54,23	49,73	45,22
25-29	60,75	55,78	50,80
30-34	66,85	61,44	56,03
35-39	72,55	66,73	60,91
40-44	77,85	71,65	65,45
45-49	82,77	76,22	69,67
50-54	87,31	80,44	73,56
55-59	93,36	86,04	78,72
60-64	99,28	91,53	83,78
65-69	105,10	96,92	88,74
70-74	110,79	102,19	93,60
75-79	116,38	107,37	98,36
80-84	121,85	112,44	103,04
85-89	127,22	117,42	107,62
90-99	132,48	122,29	112,11
100	137,64	127,07	116,51

The process whereby the *points* of the Spanish Insurance Industry *Scale* were assigned was estab-

lished on the basis of a monetary equivalence (Euros) using indicators of reference such as, *inter alia*, the salary received by the Spectrum worker prior to the accident and his/ her disposable income.

An example of the *Scale's deflation* process proposed by the *solution* and contextualized for 2005 minimum wages both in Spain and Bangladesh is as follows:

- Minimum salary in Spain (2005): 7.182 Euros;
- Minimum salary in Bangladesh (2005): 1,500 Takas;
- Valuation of points in Euros: 100.000 Euros

$$Vlt = \frac{100000}{7.182} \times 1,500 \approx 20,886 \text{ Taka}$$

In other words, if the value of the compensation in Euros was 13.92 times the minimum salary, this proportion should have to be kept with the minimum wage in Bangladesh, to establish the principle of purchasing power parity and the resulting *Scale* points table resulted as follows:

Table 5.8.- Value of points of Scale expressed in Taka.

Scale Points.	Younger than 20 years.	From 21 - 40 years.	From 41- 55 years.
1	2,691.42	2,491.70	2,291.93
2	2,774.50	2,562.88	2,351.23
3	2,849.04	2,626.55	2,403.98
4	2,915.13	2,682.65	2,450.06
5	2,972.71	2,731.19	2,489.55
6	3,021.87	2,772.16	2,522.46
7	3,086.82	2,827.91	2,568.97
8	3,145.34	2,878.05	2,610.60
9	3,197.58	2,922.46	2,647.25
10-14	3,243.47	2,961.21	2,678.95
15-19	3,811.93	3,489.16	3,166.28
20-24	4,334.04	3,974.07	3,614.04
25-29	4,855.13	4,457.62	4,060.16
30-34	5,342.92	4,910.41	4,477.89
35-39	5,798.25	5,333.10	4,867.95
40-44	6,222.07	5,726.59	5,231.15
45-49	6,615.05	6,091.50	5,567.99
50-54	6,978.17	6,428.73	5,879.30
55-59	7,461.25	6,876.37	6,291.50
60-64	7,934.85	7,315.28	6,695.71
65-69	8,399.26	7,745.54	7,091.89
70-74	8,854.50	8,167.41	7,480.39
75-79	9,300.78	8,580.97	7,861.25
80-84	9,738.36	8,986.47	8,234.62
85-89	10,167.29	9,384.02	8,600.70
90-99	10,587.91	9,773.76	8,959.53
100	11,000.23	10,155.79	9,311.42

Therefore, if an injury is valued at 66 *points*, and the victim was 23 years old, the compensation in Taka would be as follows:

$$\text{Indemnification} = 7.745,54 \times 66 = 511,205.64 \text{ Taka (5.200€)}$$

Finally, the value of accrued point contextualized to the four mentioned injured Groups in Takas is defined in Table 5.9:

Table 5.9.- Equivalence of the Scale Points in Takas Adapted to the Four Injured Scheme Groups (I-IV)

	Age							
Points	18	19	20	21	22	23	24	25
10	3,243.47	3,243.47	3,243.47	2,961.21	2,961.21	2,961.21	2,961.21	2,961.21
20	4,334.04	4,334.04	4,334.04	3,974.07	3,974.07	3,974.07	3,974.07	3,974.07
75	9,300.78	9,300.78	9,300.78	8,580.97	8,580.97	8,580.97	8,580.97	8,580.97
	Age							
Points	26	27	28	29	30	31	32	33
10	2,961.21	2,961.21	2,961.21	2,961.21	2,961.21	2,961.21	2,961.21	2,961.21
20	3,974.07	3,974.07	3,974.07	3,974.07	3,974.07	3,974.07	3,974.07	3,974.07
75	8,580.97	8,580.97	8,580.97	8,580.97	8,580.97	8,580.97	8,580.97	8,580.97
	Age:							
Points	34	35	36	37	38	39	40	41
10	2,961.21	2,961.21	2,961.21	2,961.21	2,961.21	2,961.21	2,961.21	2,678.95
20	3,974.07	3,974.07	3,974.07	3,974.07	3,974.07	3,974.07	3,974.07	3,614.04
75	8,580.97	8,580.97	8,580.97	8,580.97	8,580.97	8,580.97	8,580.97	7,861.25
	Age:							
Points	42	43	44	45	46	47	48	49
10	2,678.95	2,678.95	2,678.95	2,678.95	2,678.95	2,678.95	2,678.95	2,678.95
20	3,614.04	3,614.04	3,614.04	3,614.04	3,614.04	3,614.04	3,614.04	3,614.04
75	7,861.25	7,861.25	7,861.25	7,861.25	7,861.25	7,861.25	7,861.25	7,861.25
	Age							
Points	50	51	52	53	54	55	56	57
10	2,678.95	2,678.95	2,678.95	2,678.95	2,678.95	2,678.95	2,494.04	2,494.04
20	3,614.04	3,614.04	3,614.04	3,614.04	3,614.04	3,614.04	3,342.81	3,342.81
75	7,861.25	7,861.25	7,861.25	7,861.25	7,861.25	7,861.25	7,205.22	7,205.22
	Age							
Points	58	59	60	61				
10	2,494.04	2,494.04	2,494.04	2,494.04				
20	3,342.81	3,342.81	3,342.81	3,342.81				
75	7,205.22	7,205.22	7,205.22	7,205.22				

5. **Fifth Agreement-** Based on the *Scale/points* system mentioned (See Agreement 2 above), the actuarial *relational* compensation model designed jointly by ITGLWF, BNC and I, in consultation with other interested parties, to meet all relief and pensions for injured workers in the Spectrum collapse, jointly agreed paying in cash an immediate *Lump Sum Payment* amounting 10 percent of the sums due according to the *Scale* points assigned by the injuries suffered. In other words, a Lump Sum payment resulting from the following formulae:

$$C_{H_0} = \text{PointsGroup} \times \text{Takas value}_x \times \text{Points}$$

Where:

Table 5.10.- Spectrum Injured Workers Lump Sum Payments hypotheses.

C_{H_0} :	Initial Lump Sum for those Spectrum injured workers under Groups (I to III) (See Table 3.13)
Points Group	Points for a special Group of injured
Takas $Value_x^{Point}$	Point value related to the accrued points and the age of injured, 'x'

Being as example:

If the wounds of an aged 35 year Spectrum injured worker were classified under Group I, then the corresponding *Lump Sum Payment* based on the assignation of *Scale points* stated in Table 5.8 and the equivalence in Taka:

$C_{H_0} = 75 * 8.580,97 = 643.572,75 \text{ Takas}$
--

6. **Sixth Agreement-** Based on the previously mentioned *Scale/points* system, the *primary* stakeholders agreed to pay the remaining 90% in a monthly pension, post-payable, reversible to all beneficiaries, with a duration which is determined according to the group of injured worker in accordance with the following Table 5.10:

Table 5.11.- Injured Groups and their Scheme Maturities.

Injured Group	Maturity
I	99
II	5
III	0.5
IV	0

A breakdown of all the *Lump Sum Payments* under the *solution* by injured worker by Group (I-IV) is as follows:

Table 5.12.- 10% Lump Sum Payments based on accumulated Scale Points.

FIGURES IN EUROS				
Beneficiary Code	Age at the date of the Accident	Consolidated Salary	Group	10 % Lump Sum Payment based on Accumulated Scheme Scale "Points"
1	20	50,05	1	872,82
2	28	37,54	3	37,05
3	26	56,31	1	805,27
4	23	50,05	3	37,05
5	22	56,31	2	99,45
6	26	37,54	4	-
7	24	62,56	3	37,05
8	23	56,31	2	99,45
9	25	62,56	4	-
10	32	50,05	2	99,45
11	27	56,31	2	99,45
12	21	37,54	2	99,45
13	24	43,79	4	-
14	21	50,05	4	-
15	25	68,82	2	99,45
16	36	43,79	1	805,27
17	26	68,82	4	-
18	26	75,08	1	805,27
19	30	75,08	1	805,27
20	22	43,79	4	-
21	23	50,05	2	99,45
22	20	56,31	2	108,46
23	27	56,31	4	-
24	25	68,82	2	99,45
25	23	68,82	1	805,27
26	25	62,56	2	99,45
27	27	40,04	4	-
28	37	68,82	3	37,05
29	28	62,56	3	37,05
30	23	56,31	4	-
31	21	56,31	3	37,05
32	27	75,08	4	-
33	30	62,56	4	-
34	40	30,03	2	99,45
35	24	62,56	4	-
37	21	62,56	4	
38	28	75,08	4	-
39	61	27,53	4	-
40	22	62,56	1	805,27
41	28	70,07	4	-
42	22	56,31	3	37,05
43	19	25,03	4	-
44	22	62,56	4	-
45	30	62,56	1	805,27

46	21	62,56	4	-
47	22	68,82	4	-
48	30	62,56	1	805,27
49	30	62,56	2	99,45
50	24	40,04	4	-
51	25	68,82	4	-
52	20	31,28	4	-
53	26	62,56	3	37,05
54	18	31,28	3	40,58

7. **Seventh agreement-** The *primary stakeholders* involved and I also agreed to pay the remainder (90 percent of the sum) establishing a monthly pension jointly with the pensions granted from the *solution* which should be comprised of 50 per cent of the average between the consolidated salary on the date of the Spectrum Disaster and the minimum inter-professional salary for the textile sector in Bangladesh (18,77 Euros - 1,500 Takas per month), and will not be less than the aforementioned minimum salary in accordance to the following insurance actuarial model:

Where:

$${}_{12}VAAI_x^{Injured} = {}_{12}P_x^{Injured} \times (1 + i^{(12)})^{-1} \times \sum_{t=1}^{(Mat_{injured} - x) \cdot 12} C_t^{12} \cdot (1 + i_t^{(12)})^{-t} \cdot {}_tP_x^{12}$$

Table 5.13.- 10% Lump Sum Payments based on accumulated Scale Points (II)

a)	${}_{12}VAAI_x^{Injured}$	Present Actuarial Value of direct indemnity caused by initial <i>Lump Sum Deferral</i> . It is the 90% of <i>Initial Lump Sum</i> in Takas.	
b)	${}_{12}P_x^{Injured}$	Injured initial monthly pension.	
c)	$Mat_{injured}$	Maturity of the annuity regarding with the Group of Injuries.	
d)	x	Injured age at the beginning of valuation.	
e)	${}_tP_x^{12}$	Probability that a x aged will survive to age $x+t$ months.	$\frac{L_{x+t}^{12}}{L_x^{12}}$
f)	L_{x+t}^{12}	Number of lives according to the mortality table are expected to survive at age $x+t$ months.	$L_{x+t}^{12} = \left\{ [1 - fracc(x+t)] \cdot L_{ent(x+t)} \right\} + \left\{ [fracc(x+t)] \cdot L_{ent(x+t)+1} \right\}$
g)	C_t^{12}	Monthly Growth factor in pension in a yearly growth.	Is the same factor during every month in a year, changing at the beginning of the first month of every year.
h)	$i_t^{(12)}$	Monthly discount rate for the month 't'.	

So the initial pension for the Spectrum injured workers due to the 90% of *Initial Lump Sum*, being $FactActFin(t)$ the discount rate will have an assigned value for each year of the projection and this value is one of the projection assumption set's parameters.

The *discount rate vector* for each year will be:

Table 5.14.- Discount rate vector

Year 1	Year 2	Year t	Year n
i_1	i_2	i_t	i_n

Because of our approach is monthly based, it will be needed to calculate the equivalent monthly discount rate to the annual given:

$$i_t^{12} = \left[(1 + i_t)^{(1/12)} \right] - 1$$

So last formulae metes the next

$$(1 + i_t)^{-1} = \prod_{t=1}^{12} (1 + i_t^{12})^{-1} =$$

$$\left[(1 + i_t^{12})^{-1} \right]^{12} = (1 + i_t^{12})^{-12}$$

Therefore, if 't' is expressed in months, the discount factor will be:

$$FactActFin_t = \prod_{\xi=1}^t (1 + i_{\xi}^{12})^{-1}$$

Finally, the *present actuarial value* of injured pension will be:

$${}^T_k VAAI_t^{TOTAL} = \prod_{\xi=1}^t (1 + i_{\xi}^{12})^{-1} \times {}^T_k P_{m^{x+t}}^{Injured}$$

For the pension valuation in the case of an injury leading to a death, this will be calculated in the same way as for a dead worker.

The initial accumulated pension (including *Lump Sum Payments* and Pension by *solution* Groups (I to III)) by individual Scheme injured entitled workers is as follows:

Table 5.15.- A Breakdown of the initial pension payment individually calculated by injured entitled worker.

Ben- eficiary Code	Age at the date of the Accident	Consolidated Salary	FIGURES IN EUROS				
			Group	10 % Lump Sum Payment based on Accumulated Points	Initial Pen- sion. (a)	90% Lump Sum Pay- ments (b)	Initial Pension (a + b)
1	20	50,05	1	872,82	18,77	32,83	51,60
2	28	37,54	3	37,05	18,77	56,91	75,68
3	26	56,31	1	805,27	18,77	31,76	50,53
4	23	50,05	3	37,05	18,77	56,91	75,68
5	22	56,31	2	99,45	18,77	16,65	35,41
6	26	37,54	4	-		-	
7	24	62,56	3	37,05	20,33	56,91	77,24
8	23	56,31	2	99,45	18,77	16,64	35,41
9	25	62,56	4	-		-	
10	32	50,05	2	99,45	18,77	16,65	35,42
11	27	56,31	2	99,45	18,77	16,63	35,40
12	21	37,54	2	99,45	18,77	16,65	35,42
13	24	43,79	4	-		-	
14	21	50,05	4	-		-	
15	25	68,82	2	99,45	21,90	16,63	38,53
16	36	43,79	1	805,27	18,77	36,30	55,07
17	26	68,82	4	-		-	
18	26	75,08	1	805,27	23,46	31,76	55,22
19	30	75,08	1	805,27	23,46	33,21	56,67
20	22	43,79	4	-		-	
21	23	50,05	2	99,45	18,77	16,64	35,41
22	20	56,31	2	108,46	18,77	18,16	36,93
23	27	56,31	4	-		-	
24	25	68,82	2	99,45	21,90	16,63	38,53
25	23	68,82	1	805,27	21,90	30,94	52,83
26	25	62,56	2	99,45	20,33	16,63	36,97
27	27	40,04	4	-		-	
28	37	68,82	3	37,05	21,90	56,94	78,83
29	28	62,56	3	37,05	20,33	56,91	77,24
30	23	56,31	4	-		-	
31	21	56,31	3	37,05	18,77	56,92	75,68
32	27	75,08	4	-		-	
33	30	62,56	4	-		-	
34	40	30,03	2	99,45	18,77	16,80	35,57
35	24	62,56	4	-		-	
37	21	62,56	4	-		-	
38	28	75,08	4	-		-	
39	61	27,53	4	-		-	
40	22	62,56	1	805,27	20,33	30,70	51,04
41	28	70,07	4	-		-	
42	22	56,31	3	37,05	18,77	56,91	75,68
43	19	25,03	4	-		-	
44	22	62,56	4	-		-	
45	30	62,56	1	805,27	20,33	33,21	53,54
46	21	62,56	4	-		-	
47	22	68,82	4	-		-	
48	30	62,56	1	805,27	20,33	33,21	53,54

49	30	62,56	2	99,45	20,33	16,64	36,97
50	24	40,04	4	-		-	
51	25	68,82	4	-		-	
52	20	31,28	4	-		-	
53	26	62,56	3	37,05	20,33	56,91	77,24
54	18	31,28	3	40,58	18,77	62,33	81,10

8. **Eight Agreement-** Both contributions (the *Lump Sum Payments* and the corresponding Pensions) from the Scheme should be payable to the Spectrum injured workers until:

- his decease if should the injured worker fall into Group I;
- 5 years, or until medical discharge if this occurs sooner, for victims in Group II and 6 months for those falling into Group III and there should be no pensions for the injured classified as Group IV; in addition to the above amount deferred as pension, the Spectrum injured worker will be entitled to a temporary pension in the same terms as defined above;
- both compensations should not be reversible under any circumstances, except on express decision otherwise by the main stakeholders;
- and, finally voluntarily compensation amount ought to the Spectrum injured workers under the commitments agreed by all *primary* stakeholders, the conditions described in the paragraphs above and in accordance to following actuarial hypotheses:

Table 5.16.- The Spectrum scheme actuarial hypotheses for the Spectrum scheme injured workers compensations.

	Mortality Table	CS0-80
MALES	Surcharge for males	249%
FEMALES	Surcharge for females	252.5%
	Annual discount rate	8.00%
	Annual growth rate of pensions	4.20%
	MORBIDITY	Applying for pensions adjusted with an increase of 30% in mortality,

The final figure owed to Spectrum injured workers is as follows:

Table 5.17.- Final spectrum injured workers pension figures

	FIGURES IN EUROS	
LUMP SUM	PENSION	TOTAL
8,953.87	137,122.88	146,076.75

5.3. SPECTRUM COMPENSATION SCHEME FOR THE FAMILIES OF THOSE DECEASED.

Yet again, the relational approach developed at the onset of the crisis resulting from the factory collapse allowed for the development of a third project in which *primary stakeholders*, in consultation with other stakeholders, voluntarily agreed the following:

- “*Terms of reference*” and,
- Spectrum actuarial model to build up the *solution* and, based on that, to compensate to the Spectrum Widows, or in her absence, his head of the family unit directly dependent financially on the decease,

a. Terms of reference

A breakdown of the term of reference used to calculate the pensions to the families of those deceased is as follows:

- *Lump Sum Payment* for covering the negative accident and the financial consequences such event has caused to the family unit, will amount to 2.102,10 Euros (168,000 Takas) per family unit;
- regular relief in the form of monthly pension payable in arrears for life, which will be: (i) *non-reversible* and (ii) incremented in geometric progression in accordance with the consumer price index in Bangladesh with respect to the previous month on January 1st of each year (established by the World Bank as 4.2 percent annually);
- Following the calculation performed to estimate the Spectrum injured workers pensions (Groups I, II and III), a *CSO 80 Mortality Tables* were also used to assess *mortality* of all estimations regarding the compensations voluntarily ought to the Spectrum deceased worker families;
- An increase for male and females is used in order to adapt the *mortality trend* of these tables to the expectancy of life at birth in Bangladesh (Source: www.worldfacts.us). Another 30 percent increase is used to assess the mortality of employees injured by the collapse. This factor is known as morbidity and increases the mortality already increased mentioned in the previous paragraph;
- the possible beneficiaries of these pensions arising from the death of the employee will be the surviving spouse of the victim, or should there be no spouse, the head of the family unit dependent on the income of the deceased up to the time of the *Disaster*, as mentioned above and, finally,
- the sum agreed upon will amount the 50 percent of the average of the minimum inter-professional salary for the RMG Sector in Bangladesh (18,77 Euros per month or 1,500 Taka), and the deceased worker’ consolidated salary at the date of the accident, for each victim deceased. The amount of this pension will not be less than the minimum inter-professional salary for the textile sector in Bangladesh mentioned above.

b. Actuarial model

The current actuarial value of the salary of the deceased Spectrum worker, applying annual growth thereto will be given by the following formulae:

$$VAAS_1 = S_1^{12} \times \Sigma c^{(12)} \times (1 + i_t^{(12)})^{-t} \times P_x^{(12)}$$

Where:

- **VAAS₁**: The current value of the future salaries which the deceased party might have been able to earn had he continued to live, at growth of C ;
- **S₁¹²**: the individual deceased worker salary at the time of the Spectrum Disaster (See Table 5.18 below).

Table 5.18.- Breakdown of the consolidated Spectrum deceased worker salaries at the time of the factory collapse

Victim No.	Age	Consolidated Salary	
		Taka	Euros
1	18	5,000.00	62,56
2	20	4,000.00	50,05
3	18	2,400.00	30,03
4	21	4,000.00	50,05
5	18	4,500.00	56,31
6	30	6,000.00	75,08
7	34	3,700.00	46,30
8	20	1,500.00	18,77
9	21	4,000.00	50,05
10	24	1,500.00	18,77
11	25	3,000.00	37,54
12	22	5,000.00	62,56
13	21	5,200.00	65,07
14	24	8,000.000	100,10
15	23	6,000.00	75,08
16	20	4,500.00	56,31
17	25	4,000.00	50,05
18	22	4,500.00	56,31
19	45	4,000.00	50,05
20	22	3,500.00	43,79
21	25	9,000.00	112,61
22	27	3,000.00	37,54
23	21	6,000.00	75,08
24	22	6,000.00	75,08
25	21	4,000.00	50,05
26	37	10,000.00	125,13
28	26	4,500.00	56,31
29	32	5,000.00	62,56
30	35	8,500.00	106,36
31	19	5,400.00	67,57
32	18	1,500.00	18,77
33	21	6,000.00	75,08
34	31	2,600.00	32,53
35	25	6,500.00	81,33
36	21	6,000.00	75,08
37	22	2,500.00	31,28
38	20	5,500.00	68,82
39	23	3,000.00	37,54
40	26	4,500.00	56,31

41	18	4,500.00	56,31
42	18	1,800.00	22,52
43	22	5,000.00	62,56
44	30	6,000.00	75,08
45	35	3,500.00	43,79
46	20	5,000.00	62,56
47	35	2,600.00	32,53
48	30	6,000.00	75,08
49	20	4,500.00	56,31
50	24	5,000.00	62,56
51	25	2,200.00	27,53
52	25	5,500.00	68,82
53	34	4,000.00	50,05
54	28	6,500.00	81,33
56	24	1,800.00	22,52
57	36	3,000.00	37,54
58	26	7,000.00	87,59
59	20	4,000.00	50,05
60	23	6,500.00	81,33
61	32	8,000.00	100,10
62	25	4,500.00	56,31
63	24	6,000.00	75,08
64	45	2,100.00	26,28

- **x:** Age of the beneficiary of the possible deceased worker beneficiaries at time of the Spectrum Disaster in accordance with the following Table 5.19:

Table 5.19.- Breakdown of ages of the possible beneficiaries of the deceased workers as at May, 2006

Victim Code	Spouse	Children			F,	M	Siblings			
		1	2	3			1	2	3	4
1					54	44	10	8	5	
2					45	40	9			
3					57	33	9	6		
4					55	45	13	8	6	2
5					65	55	15	12		
6	25	8				60				
7	32					70				
8					60	49				
9	29				65	53				
10						50				
11					60	54				
12					55	46				
13					45	36				
14					60	50	10	9		
15	19	1			55	85				
16					50	50	12			
17	20	5			55	48	0			
18					66	53	12			
19	35	15	10			89				
20	20				53	47				
21					60	66				

22	21	2			55	47				
23					55	50				
24	18				70	60				
25					45	40	12	8		
26	32	14	12			60				
27	21	2			59	49				
28					80	70				
29	27	8			60	45				
30	29	5	4		65	55				
31					46	37	15			
32						59				
33					55	50	12	7		
34	25	5								
35					55	50	14	10		
36					55	50	16	13	10	8
37					65	55	18	14		
38						51				
39	19				52	44	15	12	7	10
40	19	0								
42					66	56				
43					45	40	15	13	10	
44	25	7				80				
45	26	10	7			71				
46					65	55	16			
47	27	3	2		60	52				
48	25	3			59	49				
49						40	16			
50					46	39	14	16		
51	22									
52	26				81	68				
53	25	3				71				
54	17					58	16			
55	19				60	50				
56					53	41				
57	26	7	4		65	55				
58	20	5				50				
59					45	35	12	14		
60	19				72	63				
61	24	0			75	61				
62	19				55	90				
63					50	40				
64	34	15	12	7						

- a breakdown of the resulting beneficiaries of the compensations *solution* , in accordance with the commitments agreed by the *primary stakeholders* is as follows:

Being,

- (50-x)·12: Maximum number of salaries which will be updated to obtain the amount to be compensate to the Spectrum deceased worker beneficiaries (i.e., mainly Widows, Children and head of household)

Table 5.20.- Breakdown of ages of the deceased workers as at May, 2006

Victim No.	Age (X)
1	18
2	20
3	18
4	21
5	18
6	30
7	34
8	20
9	21
10	24
11	25
12	22
13	21
14	24
15	23
16	20
17	25
18	22
19	45
20	22
21	25
22	27
23	21
24	22
25	21
26	37
28	26
29	32
30	35
31	19
32	18
33	21
34	31
35	25
36	21
37	22
38	20
39	23
40	26
41	18
42	18
43	22
44	30
45	35
46	20
47	35
48	30
49	20

50	24
51	25
52	25
53	34
54	28
Victim No.	Age
56	24
57	36
58	26
59	20
60	23
61	32
62	25
63	24
64	45

- $C_{(12)}$: Value of the growth factor in each month according to a geometrical progression of $(1+g)$, where g is the annual growth ratio in the salary of the deceased party. This factor multiplied by the salary initially taken into account will give us the real salary to be received by the deceased party at time t if he had remained alive;
- $i_{(12)}$: Value of the discount rate to be applied in each monthly “ t ”;
- ${}_tP_x_{(12)}$: Probability of a person of x years old reaching the age of $x + t$ months alive.

b. The final provision

A breakdown of the final provision, based on the following hypotheses that I used to estimate the compensations to the families of those deceased workers is as follows:

Table 5.21.- The Spectrum Scheme Actuarial Hypotheses to calculate compensations for the families of deceased workers

	Mortality Table	CSO-80
MALES	Surcharge for males Life expectancy at birth	191,52% 61,80
FEMALES	Surcharge for females Life expectancy at birth	194,23% 61,61
	Annual discount rate	8 ¹ ,00%
	Annual growth rate of pensions ²	4,20%
	CSO-80 tables	
	The surcharges for men and women are applied to reach the life expectancy at birth existing in Bangladesh both for males and females. (Source: www.worldfacts.us)	

I calculated the final compensation combining the two following items:

- *Lump Sum Payment* = 2.102,10 x 64 = 134.534,53 Euros;
- the present value of all possible voluntary indemnities related to monthly pensions, based on the financial discount of each estimated pension taking into account the chance of payment of

this pension, which means the life probability of the pensioner in a specific moment. The result of that approach is a $PensionPV = 252.711,12$ Euros;

- Finally, the total result corresponding to all Spectrum deceased workers' relief and pensions is:

$$\text{TOTAL} = \text{LumpSum} + \text{PensionPV} = 134.534,53 + 252.711,12 = 387.246,64 \text{ Euros}$$

Finally, a breakdown resulting to initial payments should be:

Table 5.22.- A breakdown of the initial pension payment individually calculated by Spectrum injured entitled worker beneficiaries.

Victim Code	Age of Beneficiary (May 2006)	Gender Beneficiary	Expected Duration, Pensions	Salary	Initial Pension
1	55	M	15,40	62,56	20,33
2	46	M	22,14	50,05	18,77
3	58	M	13,39	30,03	18,77
4	56	M	14,72	50,05	18,77
5	66	M	8,68	56,31	18,77
6	26	F	39,12	75,08	23,46
7	33	F	32,99	46,30	18,77
8	61	M	11,51	18,77	18,77
9	30	F	35,63	50,05	18,77
10	51	F	18,17	18,77	18,77
11	61	M	11,51	37,54	18,77
12	56	M	14,72	62,56	20,33
13	46	M	22,14	65,07	20,96
14	61	M	11,51	100,10	29,72
15	20	F	44,21	75,08	23,46
16	51	M	18,29	56,31	18,77
17	21	F	43,37	50,05	18,77
18	67	M	8,17	56,31	18,77
19	36	F	30,36	50,05	18,77
20	21	F	43,37	43,79	18,77
21	61	M	11,51	112,61	32,85
23	56	M	14,72	75,08	23,46
24	19	F	45,04	75,08	23,46
25	46	M	22,14	50,05	18,77
26	33	F	32,99	125,13	35,97
27	22	F	42,53	50,05	18,77
28	81	M	2,88	56,31	18,77
29	28	F	37,38	62,56	20,33
30	30	F	35,63	106,36	31,28
31	47	M	21,35	67,57	21,58
32	60	F	12,03	18,77	18,77
33	56	M	14,72	75,08	23,46
34	26	F	39,12	32,53	18,77
35	56	M	14,72	81,33	25,03
36	56	M	14,72	75,08	23,46
37	66	M	8,68	31,28	18,77
38	52	F	17,43	68,82	21,90
39	20	F	44,21	37,54	18,77
40	20	F	44,21	56,31	18,77
41	61	M	11,51	56,31	18,77
42	67	M	8,17	22,52	18,77
43	46	M	22,14	62,56	20,33
44	26	F	39,12	75,08	23,46
45	27	F	38,25	43,79	18,77
46	66	M	8,68	62,56	20,33
47	28	F	37,38	32,53	18,77

48	26	F	39,12	75,08	23,46
49	41	F	26,09	56,31	18,77
50	47	M	21,35	62,56	20,33
51	23	F	41,69	27,53	18,77
52	27	F	38,25	68,82	21,90
53	26	F	39,12	50,05	18,77
54	18	F	45,88	81,33	25,03
55	20	M	44,21	75,08	23,46
56	54	M	16,10	22,52	18,77
57	27	F	38,25	37,54	18,77
58	21	F	43,37	87,59	26,59
59	46	M	22,14	50,05	18,77
60	20	F	44,21	81,33	25,03
61	25	F	39,98	100,10	29,72
62	20	F	44,21	56,31	18,77
63	51	M	18,29	75,08	23,46
64	35	F	31,24	26,28	18,77

Finally, according to the scope, the limitations on scope and all assumptions detailed in previous sub-chapters the necessary fund assessed based on the assumptions and amounts voluntarily agreed by the parts, should be as follows:

Table 5.23.- A Breakdown of the initial pension payment individually calculated by injured entitled Spectrum worker.

	LUMP SUM PAYMENT	PENSION	TOTAL			
	Euros	Taka	Euros	Taka	Euros	Taka
Deceased	134,534.53	10,752,000.00	252,712.11	20,196,751.46	387,246.64	30,948,751.46
Injured	8,953.87	715,593.31	137,122.88	10,958,860.40	146,076.75	11,674,453.71
Total	143,488.40	11,467,593.31	389,834.98	31,155,611.86	533,323.39	42,623,205.17

5.4. ASSESSMENT OF ACTUAL LEVEL OF VAW IN BANGLADESH

From the onset, building a *holistic and relational solution* to solve the consequences originated by the Spectrum collapse implied going beyond simplistic approaches –of the type of *restoring things back to their previous state-* or merely providing *relief and coping* for those most vulnerable groups (Spectrum Widows and their daughters).

Had the Spectrum *solution* adopted such a short-sighted approach³, its main outcome would have been restricted to “saving lives” –a crucial issue-. However, *it would have definitively not served to change anything more than that!*

The quality of the Spectrum Widows lives, however, and the legal, political, cultural, religious and family environment of those lives, the poverty, oppression, and ignorance prevailing upon and within them, would have never changed. And, even worse, this approach would have hindered the *Trust* accumulation process between stakeholders, initiated by the *Fact Finding Mission*.

In addition, five years of field work at grass root level in Bangladesh had taught me that, in the first place, compensating groups at high risk of *exclusion and vulnerability* as a result of labour accidents in LDC, without adequate participation and protection of *secondary stakeholders* and within a complex context characterized by the mentioned P_s – *Principles and Constitutional Values* (P_1); *Patrilineal Kinship* (P_2), *Para* (P_3) and *Purdah* (P_4) – could even worsen those prevailing socio-economic conditions which were the root of the vulnerability that the *solution* aimed to reduce.

3

And, in the second place, those “*conditions of vulnerability*” which restricted free access to and subsequent enjoyment of compensations derived from the solution by Spectrum Widows should not be allocated as the responsibility of one specific stakeholder (*secondary stakeholders*).

It should be the prerogative of all stakeholders – *primary and secondary* – involved for all kinds of business and activities, both policy and practice.

However, active involvement of *secondary stakeholders* and the significant conclusions resulting from their work enabled me to access the vulnerable and sometimes aggravated reality derived from the Spectrum *Disaster* and understand its *root causes* through a complex and hardworking process of VAW data gathering from different judiciary levels and police organizations which, eventually, helped us understand that “measuring *Vulnerability*” was one thing and the identification of its “*root causes*” over time was another.

In short, empirical VAW data proved necessary to:

- measure the real efficiency of legal systems and mechanisms to protect the Rights of Women, contrasting VAW *prevalence* data on the three most regrettably characteristic episodes in the life of Bangladeshi women (*Rape, Dowry and Acid*) in a range of contexts: (a) National; (b) Regional; (c) Social (district, community or domestic; (d) Institutional (e) Systems and Networks (Parker⁴ *et al*, 1997);
- support the implementation scope of the *solution* proposed by the Thesis beyond the boundaries of the collapse factory and, in short,
- pull down the *Chinese Walls* which were part of the “popular belief” of all *primary stakeholders* present at the *Disaster* and which separated two realities: (i) the *Post-disaster* reality itself and (ii) the opaque, messy *Pre-disaster* reality conceptualized in the mentioned *three P_s* (See Chapter 4).

To this end, as I mentioned in Chapter 4, with the collaboration of *secondary stakeholders*, I managed to obtain *prevalence* VAW data regarding three VAW episodes characteristic of Bangladesh’s complex reality:

- Sexual Violence: Rape;
- Intimate Partner Violence: Acid and
- Harmful Practices: Dowry

In a nutshell, *prevalence VAW data* proved fundamental to incorporate accompaniment programs to the *solution* proposed by the Thesis in order to sustainably protect (in the long run) enjoyment of compensations for Spectrum Widows and their daughters in their communities.

a. Sexual Violence: Rape

Active participation of *secondary stakeholders* (BNWA and Naripokkho) was essential to obtain aggregated *prevalence* VAW data from *Dhaka Metropolitan Police* and the 14 *Thanas*⁵ near the communities

4 Parker, D. and Handmer, J. (1997): The role of unofficial flood forecasting warnings. *Journal of Contingencies and Crisis Management*, 6: 45-60.

5 The districts of Bangladesh are divided into sub districts called *Upazila Parishad (UZP)*, or *Thana*. *Upazilas* are similar to the county subdivisions found

where Spectrum Widows lived.

Thanks to this participation, I was able to obtain VAW preliminary data filed at police stations in the Dhaka metropolitan area which offered me a preview of the violent scenario affecting Bengali women's daily lives and, specifically, the lives of Spectrum Widows and their daughters. If I were to ensure a reasonably sustainable enjoyment of compensations derived from the solution, I would have to address this issue.

Table 5.24.- Statistics of cases of VAW 2008 (including breakdown of cases filed at Police Stations)

Unit Name	Torture For Dowry	Acid Throwing	Abduction	Rape	Death/ Hurt Due To Rape	Women Trafficking	Murder.	Physical Assault	Torture In Other Ways	Total No. Of Cases	Total No. Of Accused	Total No. Of Arrested Accused	No. Of Abducted Women.	No Of Rescued After Abduction	No. Of Trafficked Women	No. Of Rescued After Trafficking	Abduction Case		Women Trafficking Case	
																	Total Accused	No. Of Arrested Accused	Total Accused	No. Of Arrested Accused
DMP	691	10	423	283	0	7	2	12	168	1596	2291	1000	423	233	29	28	663	230	13	2
CMP	150	1	70	72	0	0	0	0	82	375	916	267	79	35	0	0	204	55	0	0
KMP	39	0	18	8	1	7	0	0	9	82	233	49	18	5	7	4	51	7	18	6
RMP	30	0	9	16	1	3	4	0	8	71	147	18	9	1	15	15	28	1	4	2
BMP	18	0	13	14	0	0	0	0	18	63	139	6	13	3	0	5	30	1	0	0
SMP	22	0	10	14	0	1	0	0	3	50	129	24	8	4	1	0	21	4	3	2
Total	950	11	543	407	2	18	6	12	288	2237	3855	1364	550	281	52	52	997	298	38	12

Source: Police Head Quarter gathered by Naripokkho's Social Partners and the Author.

(DMP- Dhaka Metropolitan Police; **CMP-** Chittagong Metropolitan Police.; **KMP-**Khulna Metropolitan Police; **RMP-** Rajshai Metropolitan Police; **BMP-**Barisal Metropolitan Police; **SMP-** Sylhet Metropolitan Police)

Table 5.24 enabled me to draw the following preliminary conclusions:

- *Rape* ranked in third position of VAW *prevalence* rate at the mentioned metropolitan Police Stations;
- the number of alleged criminals arrested never exceeded 50% of those accused, a fact that revealed the fragility of the legal framework for the protection of the Rights of Women in Bangladesh and, therefore,
- *Rape* was a VAW episode that was kept "*silent*" within the family environment. This fact is reflected in the conclusions drawn from the interpretation of Table 5.25 below:

in some Western countries.

Bangladesh, at present, has 500 *Upazilas* and 509 administrative *Thana*. The *Upazilas* are the second lowest tier of regional administration in Bangladesh. The administrative structure consists in fact in Divisions (7), Districts (64), *Upazilas / Thana* and Union Parishods (UPs). This system of devolution was introduced by the former military ruler and President of Bangladesh Lieutenant General Hossain Mohammad Ershad in an attempt to strengthen local government.

Below UPs, villages (*Graam*) and *Paara* exist, but these have no administrative power and elected members. The Local Government Ordinance of 1982 was amended a year later, redesignating and upgrading the existing *Thana* as *Upazilas*.

http://www.google.es/search?client=safari&rls=en&q=wikipedia+thana+bangladesh&ie=UTF-8&oe=UTF-8&redir_esc=&ei=Rc1hT9vAB-nJ0QWxruS-CA (last access December 24, 2011)

Table 5.25.- The quantitative scenario of VAW

Nature of Violence	Frequency (2008)	Case filed (2008)	Frequency (2009)	Case filed (2009)
Rape	291	65	260	111
Acid Burn	84	9	43	9
Public Violence	724	84	1099	79
Trafficking	144	17	410	18
Domestic Violence	513	45	254	76
Dowry Related Violence	251	50	125	25
Eve Teasing	48	12	51	10

Source: Resource Centre, BNWLA. Data gathered by the Author.

Table 5.26 below also reflects this helpless situation of Bengali women. It contains data taken from local Bengali newspapers that, once again, reveal the small number of cases “filed” in the courts.

Table 5.26.- VAW cases reported by the Bangladesh media (2000-2010)

Year	Form of Rape	Age						Age Not Mentioned	Total	Death	Suicide	Cases Filed
		Un-der 6	7-12	13-18	19-24	25-30	30+					
2010	Single Rape	4	16	5	2			24	51	1	0	22
	Gang Rape		4	8			1	41	54	6	1	21
	Attempted Rape & other	2	4		1			11	20	8	0	8
	Total Rape in this year	6	24	23	3	0	1	76	125	15	1	51
2009	Single Rape	29	34	27	14	4	3	88	199	10	1	115
	Gang Rape	1	8	25	16	9	5	94	158	30	2	93
	Attempted Rape & other	4	9	8	2	4		16	89	22	0	36
	Total Rape in this year	34	51	60	32	17	11	241	446	62	3	244
2008	Single Rape	17	56	38	11	4	6	73	205	10	4	131
	Gang Rape		9	18	16	10	1	73	127	23	4	84
	Attempted Rape & other	1	12	14	4	9	3	111	154	50	0	39
	Total Rape in this year	18	77	70	31	23	10	257	486	83	8	254
2007	Single Rape	35	81	45	16	14	7	118	316	19	4	149
	Gang rape	2	8	26	25	12	5	120	198	30	2	117
	Attempted Rape & other	1	8	5	5	3	2	96	120	41	2	32
	Total Rape in this year	38	97	76	46	29	14	334	634	90	8	298
2006	Single Rape	38	89	58	21	13	11	178	408	35	17	164
	Gang rape	3	11	40	15	11	10	136	226	48	2	97
	Attempted Rape & other	1	3	9	11	7	4	42	57	53	2	16
	Total Rape in this year	42	103	107	50	31	25	383	741	136	21	277
2005	Single Rape	54	78	73	16	10	5	166	402	18	8	171
	Gang rape	0	14	41	22	19	6	148	250	27	2	112
	Attempted Rape & other	3	8	15	14	13	4	126	183	68	4	51
	Total Rape in this year	57	100	124	52	42	15	440	835	113	14	334
2004	Single Rape	50	84	66	20	9	15	194	438	6	11	184
	Gang rape	2	20	73	23	22	12	207	359	45	5	200
	Attempted Rape & other	4	8	22	7	9	6	124	180	74	1	59
	Total Rape in this year	56	112	161	50	40	33	525	977	125	17	443

Source: the Author

Furthermore, the *Rape prevalence* data obtained through the mentioned *secondary stakeholders* showed

that this VAW episode was a *gender* issue directly responsible for other forms of VAW (See Table 5.27).

This finding is in line with the conclusions drawn from the *Naripokkho⁶ Report (2008)* which mentioned that a person who commits sexual violence uses coercion, which can include, physical force, psychological intimidation, blackmail or other threats- for instance, the threat of physical harm, of being dismissed from a job or of not obtaining a job that is sought (Jukes⁷, Sen and Garcia-Moreno, 2005, 149).

Table 5.27.- Overview on VAW: number of cases (multiple form of VAW) recorded in the 14 Police Stations under the solution´ s scope

District Police Station.	Year	Rape			
		Burn	Abortion	Traffick- ing.	Provo- ca- tion to suicide
Dhaka	2008				
Savar	2009	1			
	2010				
Dhaka	2008				
Dhamrai	2009				
	2010				
Manikgonj	2008				
Doulatpur	2009				
	2010				
Tangail	2008			1	
Gopalpur	2009				
	2010				
Mymensingh	2008	2			
Trishal	2009				
	2010				
Jalalpur	2008				
Islampur	2009				
	2010				
Rajbari	2008				
Rajbari Sadar	2009		1		
	2010		1		
Madaripur	2008		1		
Madaripur Sadar	2009				
	2010				
Sirajgonj	2008				
Sirajgonj Sadar	2009				1
	2010				
Bogra	2008				
Sariakandi	2009				
	2010				
Gaibandha	2008				
Gobindgonj	2009				
	2010				
Chapainawabgonj	2008				
Chapainawabgonj Sadar	2009				
	2010				

⁶ Naripokkho, 2008.

⁷ Jewkes, Sen and Garcia-Moreno, 2005, 149.

Jhenaidah	2008				
Kaligonj	2009				
	2010				
B. Baria	2008				
Bancharampur	2009				
	2010				
Total		3	3	1	1

Noting the existing linkages between *Rape* and other VAW episodes, such as *Suicide* and *Death* and it is shown in Table 5.28 below.

Table 5.28.- Suicide and Death after Rape cases reported during 2003-20108.

Year	Suicide	Death
2010	1	15
2009	3	62
2008	8	83
2007	8	90
2006	21	136
2005	14	113
2004	17	125
2003	28	141

Finally, I can conclude that *Rape* is a VAW episode which showed the *lack of self-defence* which characterizes the Bangladeshi women because, in most of the cases, the victim and her family most of the time do not get proper treatment and justice from the society and sometimes legal support as it showed in the mentioned Tables 5.24 to 5.28 and, consequently, a cornerstone to understand the complex VAW scenario where the Spectrum's Widows.

b. Intimate Partner Violence (Acid)

Table 5.29 unveiled not only the importance of this VAW episode but, also, a gradual increase in cases reported (*prevalence*) during the last decade.

Table 5.29.- Acid Attacks statistics (May '99 – Dec '09) ⁹

Year	Number of incidents	Number of survivors
1999	115	138
2000	174	234
2001	252	349
2002	367	490
2003	335	411
2004	266	325
2005	217	272
2006	180	221
2007	155	192

⁸ According to ASK information.

⁹ Acid Survivors' Foundation. <http://www.acidsurvivors.org/>

2008	137	179
2009	116	146
Total	2314	2957

The main reasons put forward by perpetrators for this heinous kind of VAW include the following: (i) revenge for refusal of sexual advances; (ii) proposals of marriage and (ii) demands for *Dowry* (Radhasyam Brahmachari, 2010)¹⁰.

Reasons in tune with the information contained in Table 5.30 below:

Table 5.30.- Motivation of Acid attacks (2009)¹¹

Reasons	Women	Children
<i>Dowry</i>	7	-
Family related dispute	6	3
Land/property/money dispute	35	5
Marital dispute	13	1
Refusal/rejection of love/marriage/sex	9	3
Not know	9	4
Others	6	2
Total	85	18

It may be concluded that, out of the 85 cases of victimized women:

- 41.17% women were because of land/property/money dispute;
- 15.29% because of marital dispute and,
- 10.58% were because of Refusal of Love/Sex.

In addition, like the other VAW cases analysed (Rape and Dowry), Acid also fell prey to a lack of adequate mechanisms to prosecute this criminal conduct, and the number of cases reported remained constantly low, as seen in Table 5.31 below.

Table 5.31.- Year based distribution of Acid violence (2000-2010)¹²

Year	Age (in years)							To - tal	C a s e s filed
	Under 6	7-12	13-18	19-24	25-30	30+	No mentioned		
2010*	1	1	5	0	3	7	9	26	9
2009	1	2	11	7	12	21	9	63	29
2008	5	3	7	14	12	21	18	80	27
2007	5	1	7	11	20	19	32	95	4
2006	4	2	7	19	26	46	38	142	69
2005	4	2	16	17	25	37	29	130	46
2004	8	8	30	18	55	59	51	228	84
2003	4	5	38	44	49	61	48	249	115
2002	7	8	45	33	58	57	54	262	63

¹⁰ Dr. Radhasyam Brahmachari: Islamic Barbarism: Disfiguring Women by Acid Attack, Part 1, Saturday 11 September 2010.

http://www.islammonitor.org/index.php?option=com_content&view=article&id=3732:islamic-barbarism-disfiguring-women-by-acid-attack-part-1-&catid=192&Itemid=68 (Last access January 4, 2010)

¹¹ Acid Survivors' Foundation. <http://www.acidsurvivors.org/>

¹² Table 5.31 has been built by me based on information collected from ASK from its corporate offices in Lalmatiaya Dhaka, Bangladesh.

2001	14	7	46	30	35	19	26	117	69
2000	2	8	35	23	14	29	54	165	54

*Prevalence VAW data" updated till May 2010 and gathered by the Author.

c. Dowry

Although *Dowry* is a crime typified by the following *Bangladeshi Act (2006)*:

Table 5.32.- Dowry definitions by the Bangladeshi Law

	The Anti- Women and Children Oppression Act (2000) (Nari-O-Shishu Nirjatan Daman Ain 2000)	The Dowry Prohibition Act (1980)
Defi-ni-tion.	<ul style="list-style-type: none"> Any money, or materials or any other property demanded from the party of the bridegroom or his parents or any person on his behalf directly connected with the marriage before or at the time of marriage or during the continuance thereof as consideration for marriage or as a condition for continuing the marital relation and, or, any money, or article or any other property given or agreed to be given by the party of the bride to the bridegroom or his parents or any person on his behalf directly connected with the marriage before or at the time of marriage or during the continuance of marriage as consideration thereof or as a condition for continuing the marital relation (Section 2 of the "The Anti- Women and Children Oppression Act (2000)" (Nari-O-Shishu Nirjatan Daman Ain 2000) 	<p>Any, property or valuable security given or agreed to be given either directly or indirectly by:</p> <ul style="list-style-type: none"> one party to a marriage to the other party to the marriage, or the parents of either party to a marriage or by any other person to either party to the marriage or to any other person; (at the time of marriage or at any time) before or after the marriage as consideration for the marriage of the said parties, but does not include Dower or <i>Mehr</i> in the case of persons to whom the Muslim Personal Law (<i>Shariat</i>) applies. (Section 2.-Dowry Prohibition Act (1980)

Source: The Author.

this seclusive custom constitutes *per se* a source of several episodes of VAW, as shown in Table 5.33 below:

Table 5.33.- Overview on VAW: Number of cases (multiple forms of VAW) due to Dowry gathered by the Author and Naripokkho in 14 Police Stations nearby the communities where the Spectrum Widows live.

District Police Station	Year	Dowry				
		Acid Attack	Burn	Dowry & Provocation to Suicide	Abortion	Rape
Dhaka	2008					
Savar	2009		1			
	2010					
Dhaka	2008					
Dhamrai	2009	1				
	2010					
Manikgonj	2008					
Doulatpur	2009					
	2010					
Tangail	2008					
Gopalpur	2009		2			
	2010					
Mymensingh	2008		1			
Trishal	2009		1			
	2010					
Jamalpur	2008					

Islampur	2009					
	2010					
Rajbari	2008					
Rajbari Sadar	2009					
	2010				1	
Madaripur	2008					
Madaripur Sadar	2009			1		1
	2010					
Sirajgonj	2008					
Sirajgonj Sadar	2009					
	2010					
Bogra	2008					
Sariakandi	2009					
	2010					
Gaibandha	2008					
Gobindgonj	2009					
	2010					
Chapainawab-gonj	2008					
Chapainawab-gonj Sadar	2009					
	2010					
Jhenaidah	2008					
Kaligonj	2009					
	2010					
B. Baria	2008	1				
Bancharampur	2009					
	2010					
Total.		2	5	1		1

Source: Prevalence VAW data gathered by Naripokkho's Social Partners at 14 Police Stations in the Communities where the Widows live.

Furthermore, news published by the local Bangladeshi media revealed that this VAW episode was a gender issue directly responsible for other forms of VAW as showed in the following Table 5.33:

Table 5.34.- Number of cases (multiple form of VAW) due to Dowry recorded by the Bangladesh media¹³

Year	Form of Violence	Age (in Years)	Total	Cases Filed				
		13-18	19-24	25-30	30+	Age Not Mentioned		
2010*	Physical Torture	3	24	10	6	21	64	12
	Acid Burn	0	0	0	0	1	1	1
	Total	3	24	10	6	22	65	13
	Death from Physical torture	2	17	6	3	11	39	19
2009	Physical Torture	18	98	64	8	93	281	42
	Acid Burn	1	0	2	0	1	4	2
	Total	19	98	66	8	94	285	44
	Death from Physical torture or murder	9	75	49	8	53	194	132
2008	Physical Torture	10	114	58	7	100	289	41
	Acid Burn	0	2	1	0	3	6	1
	Others form of violence due to Dowry	0	1	0	0	0	1	0
	Total	10	117	59	7	103	296	42
	Death from Physical torture or murder	9	67	41	4	51	172	117

¹³ Data from Table 5.34 were consolidated by me based on the information collected from *Ain of Salish kendra*, Lalmatiaya (Dhaka, Bangladesh)Data

2007	Physical Torture	10	82	67	14	100	273	46
	Acid Burn	1	3	2	0	6	12	3
	Others form of violence due to Dowry	1	0	2	0	6	9	0
	Total	12	85	71	14	112	294	49
	Death from Physical torture or murder	8	63	51	9	56	187	105
2006	Physical Torture	24	125	76	12	91	328	34
	Acid Burn	0	3	0	1	2	6	1
	Total	24	128	76	13	93	335	35
	Death from Physical torture	18	105	71	10	55	259	48
2005	Physical Torture	35	108	68	26	94	331	66
	Acid Burn	2	1	1	1	2	7	1
	Others form of violence due to Dowry	0	0	0	0	7	7	6
	Total	37	117	71	27	104	356	73
	Death from Physical torture	20	83	57	13	52	225	134
2004	Physical Torture	26	106	57	7	119	315	172
	Acid Burn	1	5	3	0	5	14	6
	Others form of violence due to Dowry	4	7	4	1	7	23	7
	Total	31	118	64	8	131	352	185
	Death from Physical torture or murder	17	84	45	4	63	213	126
2003	Physical Torture	36	103	52	7	133	331	177
	Acid Burn	0	8	2	3	6	19	9
	Others form of violence due to Dowry	3	6	3	2	10	24	7
	Total	39	117	57	12	149	374	193
	Death from Physical torture or murder	28	78	46	4	67	223	123
2000	Physical Torture	26	85	48	9	78	246	138
	Acid Burn	2	5	3	1	5	18	7
	Others form of violence due to Dowry	2	2	4	0	9	17	3
	Total	30	92	55	10	92	281	148
	Death from Physical torture	18	67	40	8	46	179	101

*The information was compiled and updated till May 2010.

Finally, Tables 5.35 and 5.36, elaborated on data published by (i) local newspapers and (ii) *prevalence* VAW data collected by local police, respectively, showed that:

- Dowry was directly responsible for other VAW episodes;
- the Dowry's victim and her family often neglected by the Society and the social stigma and fear of further problems and hazard most of the time victims did not file any case neither with the courts (See Table 5.35 below)

Table 5.35.- Year based distribution of Dowry and its linkages to other episodes of Domestic VAW (2000-2010)¹⁴

Year	Form of Violence	Age					Total	Cases filed
		13-18	19-24	25-30	30+	Age not mentioned		
2010*	Physical Torture	3	24	10	6	21	64	12
	Acid Burn	0	0	0	0	1	1	1
	Total	3	24	10	6	22	65	13
	Death from Physical Torture	2	17	6	3	11	39	19
2009	Physical Torture	18	98	64	8	93	281	42
	Acid Burn	1	0	2	0	1	4	2
	Total	19	98	66	8	94	285	44
	Death From Physical Torture or Murder	9	75	49	8	53	194	132

¹⁴ Table 5.35 summarizes information collected by Ain of Salish Kendra, Lalmatiaya Dhaka, Bangladesh, from local Bangladeshi media.

2008	Physical Torture	10	114	58	7	100	289	41
	Acid Burn	0	2	1	0	3	6	1
	Others form of Violence Due to Dowry	0	1	0	0	0	1	0
	Total	10	117	59	7	103	296	42
	Death From Physical Torture or Murder	9	67	41	4	51	172	117
2007	Physical Torture	10	82	67	14	100	273	46
	Acid Burn	1	3	2	0	6	12	3
	Others form of Violence Due to Dowry	1	0	2	0	6	9	0
	Total	12	85	71	14	112	294	49
	Death From Physical Torture or Murder	8	63	51	9	56	187	105
2006	Physical Torture	24	125	76	12	91	328	34
	Acid Burn	0	3	0	1	2	6	1
	Total	24	128	76	13	93	335	35
	Death From Physical Torture or Murder	18	105	71	10	55	259	48
2005	Physical Torture	35	108	68	26	94	331	66
	Acid Burn	2	1	1	1	2	7	1
	Others form of Violence Due to Dowry	0	0	0	0	7	7	6
	Total	37	117	71	27	104	356	73
	Death From Physical Torture or Murder	20	83	57	13	52	225	134
2004	Physical Torture	26	106	57	7	119	315	172
	Acid Burn	1	5	3	0	5	14	6
	Others form of Violence Due to Dowry	4	7	4	1	7	23	7
	Total	31	118	64	8	131	352	185
	Death From Physical Torture or Murder	17	84	45	4	63	213	126
2003	Physical Torture	36	103	52	7	133	331	177
	Acid Burn	0	8	2	3	6	19	9
	Others form of Violence Due to Dowry	3	6	3	2	10	24	7
	Total	39	117	57	12	149	374	193
	Death From Physical Torture or Murder	28	78	46	4	67	223	123
2002	Physical Torture	34	93	65	11	99	302	143
	Acid Burn	6	3	6	1	5	21	5
	Others form of Violence Due to Dowry	4	15	5	0	11	35	6
	Total	44	111	76	12	115	358	154
	Death from Physical torture	28	79	53	8	59	227	110
2001	Physical Torture	17	59	25	5	47	153	100
	Acid Burn	2	11	6	0	6	25	7
	Others form of violence due to Dowry	1	3	0	0	7	11	2
	Total	20	73	31	5	57	189	109
	Death From Physical Torture or Murder	16	52	21	4	31	124	82
2000	Physical Torture	26	85	48	9	78	246	138
	Acid Burn	2	5	3	1	5	18	7
	Others form of violence due to Dowry	2	2	4	0	9	17	3
	Total	30	92	55	10	92	281	148
	Death From Physical Torture or Murder	18	67	40	8	46	179	101

- at *Police Stations*, as revealed by data gathered from the *Superintendent of Police Reports (2008-2009)* (See Table 5.36).

Table 5.36.- Superintendent of Police Report of cases filed (2008-2009)

	Dowry (2008)	Dowry and Murder (2008)	Total Cases Filed (2008)	Dowry/ Total %	Dowry (2009)	Dowry and Murder (2009)	Total Cases Filed (2009)	Dowry Total %
DHAKA								
Savar	41	02	74		71	00	102	
Damrai	39	00	77		66	00	99	
Manik-gong	19	01	113		20	01	108	
Rajbari	07	02	72		09	01	90	
Netro-kona	122	43	301		205	143	537	
Madari-pur	75	42	209		56	26	216	
Jamalpur	28	03	150		40	0	145	
Tangail	153	43	452		176	13	478	
Other locations								
RA-JSHAHI								
Dinajpur	52	19	174					
Sirajgong	46	11	123		39	01	106	
Chapi Nabab-gong	41	02	94		28	00	64	
Kurigram	61	23	239		29	29	85	
Gaibandha	85	-	180		178	28	265	
Natore	49	146	339		90	42	255	
Bogura	276	3	403		162	30	314	
KHULNA								
Chu-danga	162	34	347		36	163	326	
Jessore	248	92	440		52	82	269	
Jhenidah	-	-	215		-	-	152	
SYLHET								
Sylhet	53	22	124		21	49	241	
Sunamgong	45	13	125		14	10	175	
BARISAL								
Barisal	92	58	308		76	92	392	
CHIT-								
Bramanbaria	95	14	198		166	4	251	

- Lastly, data gathered by Naripokkho from the 14 police stations near the communities where Spectrum Widows lived –which are summarized in Table 5.36 below- showed that, in 2004, 352 women were subjected to *Torture, Acid Burns*, expulsion from the marital home and divorce for non-payment of *Dowry*.

Table 5.37.- Number of cases of multiple forms of VAW recorded in the 14 Police Stations

District Police Station	Year	Dowry					Rape			
		Acid Attack	Burn	Dowry & Provocation to Sui-	Abortion	Rape	Burn	Abortion	Trafficking	Provocation to suicide
Dhaka	2008	0								
Savar	2009	0	1				1			
	2010	0								
Dhaka	2008	0								
Dhamrai	2009	1								
	2010									
Manikgonj	2008									
Doulatpur	2009									
	2010									
Tangail	2008								1	
Gopalpur	2009		2							
	2010									
Mymensingh	2008		1				2			
Trishal	2009		1							
	2010									
Jamalpur	2008									
Islampur	2009									
	2010									
Rajbari	2008									
Rajbari Sadar	2009							1		
	2010					1		1		
Madaripur	2008							1		
Madaripur Sadar	2009			1		1				
	2010									
Sirajgonj	2008									
Sirajgonj Sadar	2009									1
	2010									
Bogra	2008									
Sariakandi	2009									
	2010									
Gaibandha	2008									
Gobindgonj	2009									
	2010									
Chapainawabgonj.	2008									
Chapainawabgonj Sadar	2009									
	2010									
Jhenaidah	2008									
Kaligonj	2009									
	2010									
B. Baria	2008	1								
Bancharampur	2009									
	2010									
Total		2	5	1	1	1	3	3	1	1

5.5. VAW DATA TO EVALUATE THE EFFICIENCY OF LEGAL MECHANISMS AND STRUCTURES TO PROTECT THE RIGHTS OF WOMEN IN BANGLADESH.

1. Aggregated Prevalence of VAW Data from Family Districts (Country Basis)

A breakdown of the prevalence VAW data gathered (Country basis) from the 61 *Family Districts* in accordance with the *solution's terms of reference* and its selected key indicators is as follows:

Table 5.38.- Aggregated Cases of VAW Gathered From 61 District Tribunals (December 2009)

District	Key indicators selected to assess the level of Women Rights protection						Other indicators										Total	Ranking
	Rape		Dowry			Acid At-	Abduction	Unnatural Death	Murder	Eve Teasing	Physical Torture	Child Marriage	Sexual Harassment	Fatwa	Trafficking			
	Rape	Murder after Rape	Murder for Dowry	Torture for Dowry	Suicide											Acid Burn		
Dhaka	37	5	9	3	20	9	32	37	166	12	44	6	2	2	2	386	1	
Mymensingh	11	2	3	0	7	5	12	7	32	6	13	0	1	0	2	101	3	
Joypurhat	2	0	0	0	0	0	1	4	1	0	4	0	1	0		13	47	
Bogra	8	0	2	1	1	2	3	5	15	1	2	0	0	3	1	44	14	
Tangail	4	1		0	2	0	5	9	18	2	5	0	0	0	1	47	11	
Jenidah	4	1	4	0	5	3	1	4	11	0	4	1	0	0	0	38	17	
Rangpur	7	1	3	3	2	1	2	8	6	0	0	0	2	0	2	37	18	
Bandorban	1	2	0	0	0	0	1	2	6	0	0	0	0	0	0	12	49	
Kishorgong	16	0	3	3	3	1	5	3	20	2	5	1	3	1	2	68	7	
Gazipur	12	3	2	1	3	2	10	11	36	4	6	1	1	0	2	94	5	
Gaibandha	3	0	2	1	1	1	2	5	11	0	1	2	1	1	0	31	24	
Chuadanga	1	0	0	0	1	1	0	3	2	0	1	0	0	0	0	9	57	
Jessore	8	0	2	1	0	1	2	2	29	3	4	0	1	0	4	57	8	
Kurigram	4	0	0	0	3	0	0	0	5	2	3	2	1	0	0	20	36	
Rajshahi	4	0	4	1	1	0	2	2	12	3	1	0	1	2	1	34	20	
Khulna	2	1	2	0	6	0	0	5	13	2	4	0	0	0	2	37	19	
Gopalgong	3	2	1	0	1	1	5	2	9	1	1	0	0	0	1	27	26	
Pirojpur	6	0	1	2	0	0	3	1	3	0	1	1	1	0	0	19	38	
Loxmipur	1	0	0	0	1	0	1	0	7	0	4	0	0	2	0	16	45	
Chittagong	7	0	8	0	1	2	11	6	23	2	10	0	1	1	1	73	6	
Jamalpur	2	0	0	1	5	2	1	1	15	0	2	1	0	0	1	31	25	
Patuakhali	4	1	1	0	1	0	2	3	8	0	1	1	0	0	0	22	31	
Comilla	4	0	4	1	5	0	5	7	14	3	5	0	0	7	0	55	9	
Molvibazar	3	1	0	0	2	0	2	0	7	0	2	0	0	0	0	17	41	
Manikgang	7	1	3	1	0	2	4	3	12	0	5	0	0	2	2	42	15	
Bhola	0	0	1	0	0	1	1	0	3	1	2	0	1	0	1	11	53	
Narayangang	17	3	1	3	6	1	7	13	54	2	5	2	1	0	0	115	2	
Panchaghar	1	0	0	0	0	0	2	0	4	0	2	0	2	0	1	12	50	
Meherpur	0	0	0	1	0	0	2	1	2	0	0	0	0	0	0	6	62	
Munshigonj	2	1	1	2	2	0	3	5	11	1	4	0	0	0	0	32	22	
Chapainawab-gang	2	0	0	0	0	0	1	4	6	0	2	0	0	0	0	15	46	

Narshingdi	1	0	0	0	1	0	2	2	13	1	3	2	0	0	0	25	28
Magura	3		0	0	0	1	0	3	2	0	1	0	0	0	0	10	56
Faridpur	8	3	3	2	0	4	2	2	14	2	3	0	1	0	1	45	13
Kustia	2	1	0	0		3	1	2	6	0	1	0	0	1	0	17	42
Cox'sbazar	3	1	0	0	2	0	3	2	5	2	2	0	0	0	0	20	37
Brahmanbaria	16	0	1	1	5	3	5	10	37	8	6	1	4	0	3	100	4
Barishal	5	0	1	0	3	0	4	3	4	1	11	0	1	0	0	33	21
Barguna	1	0	1	0	2	4	3	1	5	0	2	0	0	0	0	19	39
Lalmonirhat	1	0	2	2	1	0	1	2	5	0	2	0	0	2	1	19	40
Satkhira	0	0	1	0	0	5	3	1	8	0	3	0	1	1	2	25	29
Dinajpur	1	0	1	0	1	0	1	3	9	1	3	1	0	0	0	21	33
Hobigong	2	0	0	0	1	0	0	3	3	1	0	0	0	2	0	12	51
Noakhali	1	2	2	0	3	1	5	2	11		1	0	0	4	0	32	23
Sherpur	3	0	0	0	4	1	0	5	12	0	2	0	0	0	0	27	27
Bagerhat	1	0	0	0	1	0	1	3	6	0	0	0	0	0	0	12	52
Sirajgang	5	1	2	1	1	2	0	6	23	0	0	0	1	4	1	47	12
Thakurgao	0	0	0	0	0	0	2	2	3	1	1	0	0	0	0	9	58
Natore	2	0	2	1	0	0	0	1	3	0	4	0	0	0	0	13	48
Sylhat	17	0	1	1	2	0	5	1	14	0	7	2	0	2	1	53	10
Madaripur	1	0	1	0	1	1	2	0	9	0	1	0	1	2	2	21	34
Netrakona	5	0	0	0	0	0	0	1	3	0	0	0	2	0	0	11	54
Pabna	2	1	2	1	3	0	2	2	6	1	2	1	1	0	0	24	30
Narail	3	0	2	0	0	0	1	2	10	1	0	1	0	1	1	22	32
Nilphamari	12	0	1	0	6	2	3	6	7	0	4	0	0	0	0	41	16
Jalokathi	6	0	0	0	0	0	3	2	5	0	1	0	0	0	0	17	43
Feni	2	0	0	0	2	0	1	1	3	1	0	0	0	1	0	11	55
Khagrachari	2	1	0	0	0	0	0	0	3	0	0	0	1	0	0	7	61
Rajbari	1	0	0	0	1	1	1	2	2	0	1	0	0	0	0	9	59
Chandpur	2	2	1	1	0	2	3	1	7	0	1	0	0	0	1	21	35
Rangamati	2	0	0	0	0	0	1	0	1	0	0	0	0	0	0	4	64
Shariatpur	1	1	0	0	0	0	1	0	3	1	1	0	0	0	0	8	60
Naogoan	5	0	2	0	0	0	1	1	5	0	1	0	0	0	2	17	44
Sunamgang	1	0	0	0	0	0	0	0	4	0	0	0	0	1	0	6	63
Total	300	38	83	35	119	65	185	225	812	68	207	26	33	42	41	2.279	

Source: BNWLA Information Resource Centre REPORT 2009.

Aggregated VAW Data From 29 Nari O Shishu Nirjatan Damon Tribunals

With the aim to understand the actual level of VAW in the communities where the Widows live, resulting from prevalence of VAW data from VAW cases filed at *Nari O Shishu Nirjatan Damon Tribunals*, I performed a data mining process in accordance with its term of reference and its selected following three key indicators:

- Dowry;
- Rape and
- Instigation to Commit Suicide.

The negative conclusions derived from the mentioned data mining are clearly described in Table 5.39 below:

Table 5.39.- Cases filed under Suppression of Violence Against Women and Children Tribunal (2009)

Location	Key Indicators to assess the level of Women Rights protection					Other indicators							Total
	Dowry		Rape			Other VAW issues							
	Torture for Dowry	Murder for Dowry	Rape	Gang Rape	Instigation to Commit Suicide	Murder	Attempt to Murder	Trafficking	Kidnapping and Abduction	Sexual Harassments	Other (Specify) Foul cases		
DHAKA													
Savar	61	3	47	3	1	0	0	7	50	0	31	203	
Damrai	52	2	54	1	0	0	0	3	32	0	38	182	
Manikgong	33	0	27	0	0	0	0	0	25	0	0	85	
Rajbari	92	3	40	0	0	4	0	0	19	0	0	158	
Gazipur	178	0	43	1	5	23	3	11	09	0	0	273	
Jamalpur	1067	14	105	24	0	3	0	21	138	0	97	1,469	
Madaripur	171	19	32	0	0	16	39	0	42	0	3	322	
Tangail	155	25	117	4	0	2	43	6	78	0	15	445	
Netrokona	79	07	24	6	0	36	2	0	05	0	0	159	
CHITTAGONG													
Bramanbaria	139	52	56	6	3	2	0	9	95	0	25	387	
Chittagong	244	0	74	0	0	16	109	26	39	0	0	508	
Laxmipur	102	10	45	0	0	34	30	29	00	0	0	250	
RAJSHAHI													
Rajshani.	179	59	35	0	0	23	115		48	0	0	655	
Sirajgong	272	105	138	8	0	0	0	12	77	0	7	619	
Dinajpur	546	232	84	18	0	17	93	34	54	0	2	1,080	
Chapai Nababgong	112	00	66	14	0	0	3	5	46	0	0	246	
Gaibandha	110	39	209	11	0	2	4	2	70	0	12	459	
Kurigram	627	99	71	0	0	10	89	0	06	0	4	906	
Bogura	57	28	34	0	0	3	4	0	69	0	6	201	
KHULNA													
Khulna	222	46	77	0	5	3	76	38	43	0	12	522	
Chadanga	94	52	61	3	0	14	10	0	37	0	11	282	
Jhenidah	356	162	74	5	7	0	33	23	189	0	2	851	
Jessore	217	67	40	0	0	64	126		120	0	0	816	
BORISAL													
Borisaal	52	48	23	12	0	13	42	0	7	0	1	198	
Bhola	89	78	53	0	3	5	0	0	0	0	0	228	
SYLHET													
Shylhet	26	42	59	0	1	4	7	0	12	0	23	174	
Sunamgong	43	33	28	0	4	1	19	0	16	0	0	144	

5.6. DATA TO EVALUATE THE EFFICIENCY OF MECHANISMS FOR PROTECTING THE RIGHTS OF WOMEN IN THE COMMUNITIES WHERE SPECTRUM WIDOWS LIVED.

The objective of this last VAW data mining designed to gather prevalence of VAW at grass root level was to assess, through empirical evidence, the extent of the actual VAW scenario of Widows protection Rights by the actual Bangladeshi Legal System in the communities where they live engaging for that purpose the following Naripokkho's Civil Society Actors Network and its corresponding partners:

Table 5.40.- Naripokkho's Local Social Partners

	Social Partner		Social Partner
1	Gono Kollyan Trust (GKT)	8	Polli Shastha Unnayan Sangstha
2	Manab Progoti Sangha	9	Bachar Asha Mohila Samity
3	Parangonj Mohila Kollyan Sangstha	10	Nokshi Katha Mohila Unnayan Samity
4	Torongo Mohila Kollyan Sangstha	11	Welfare Efforts (WE)
5	Mohila Samaj Unnayan Sangstha	12	Uttar Shimraikandi Dustha Mohila Kollayan Samity
6	Shouhardo Nari Kollyan Foundation	13	Gono Shasthya Kendra
7	Program for Women Development (PWD)		

A breakdown of the partners at grass root level of Naripokkho's social counterparts is as follows:

Table 5.41.- Name of Local Organization at grass root level

	Local Organization	District
1	Polli Daridro Mochon Sangstha	Dhaka
2	Prodip Mohila Unnayan Sangstha	Manikgonj
3	Unnayan Sangha	Tangail
4	Shechashebi Paribar Kallayan Association	Mymensingh
5	Madaripur Legal Aid	Jamalpur
6	Sirajgonj Uttaran Mohila Sangstha	Rajbari
7	Mothurapara Mohila Unnayan Sangstha	Madaripur
8	S K S Foundation	Sirajgonj
9	Bangladesh Centre for Development Program	Bogra
10	Manabadhikar Sanrakkhan Parishad	Gaibandha
11	Dustha Nari Jagoroni Kollayan Samity	Chapainawabgonj

These *secondary stakeholders* at grass root level (Naripokkho's social partners) were selected after analysing their strength and capacities to deliver the objectives (VAW data mining process) set out in the *solution* strategy described in Chapter 4.

These profiles included, among others, details of their: (i) Organizational Structure; (ii) Governance; (iii) Missions; (iv) Visions and (v) goals and objectives, as well as the scopes of following the social programs and services undertaken by them:

- be a service provider for individual counselling to those most vulnerable groups (58,167), key issue to monitor, in the long run, the free enjoyment of the compensations by the Spectrum Widows in their mentioned communities of residence;
- be fully trained to support VAW victims under rehabilitation (2,113);
- be a practical skill trainer (1,598) and, finally,
- have access to the following VAW Police records where the Widows live:

Table 5.42.- Police Stations nearby the communities where the Widows live after the Spectrum Disaster

	Police Station	District		Police Station	District
1	Savar	Dhaka	8	Madaripur Sadar	Madaripur
2	Dhamrai	Dhaka	9	Sirajgonj Sadar	Sirajgonj
3	Doulatpur	Manikgonj	10	Sariakandi	Bogra
4	Gopalpur	Tangail	11	Gobindgonj	Gaibandha
5	Trishal	Mymensingh	12	Chapainawabgonj Sadar	Chapainawabgonj
6	Islampur	Jamalpur	13	Kaligonj	Jhenaidah
7	Rajbari Sadar	Rajbari	14	Bancharampur	B. Baria

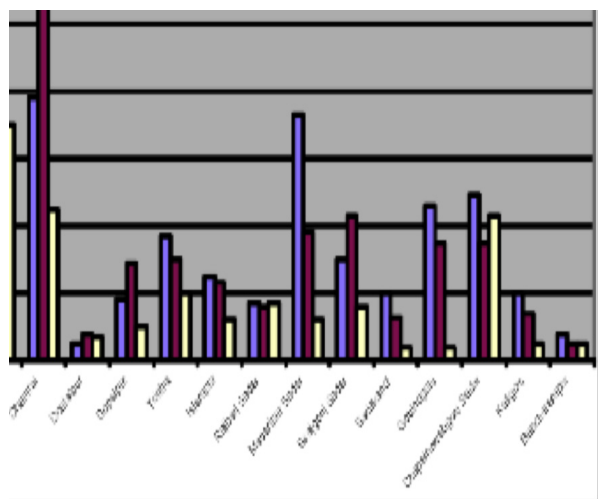
Finally, the mentioned data mining was focused on *the Register Book of Police Station* which included, among other information:

- VAW episode case number;
- date of occurrence;
- date of filing case;
- name of the informant (person who files the complaint);
- place of occurrence;
- name of investigation officer;
- case filed under which Section and Law;
- form of violence, especially VAW episodes related to:
 - *The Suppression of Violence against Women and Children Act 2000*, Amended in 2003, which included VAW issues, such as: (i) Trafficking; (ii) Abduction; (iii) Ransom; (iv) Rape; (v) Provocation to Suicide; (vi) Sexual Harassment; (vii) Dowry and, finally, (iv) Destruction of Child Organ for Begging and,
 - those included in the *Acid Crime Control Act, 2002*, which covers violence related with acid attack and, finally, the result of the Police investigation and,
 - at the same time, to engage Naripokkho and its Local Social Partners in this VAW gathering process at grass root level, as:(i) an opportunity to explore new joint windows and opportunities to explore collaborative ways to resolve complex situations derived from similar accidents in the future between all parties involved in similar accidents – Governmental Institutions, Civil Society Actors, BGMEA representatives and International Buyers, among others - and
 - (ii) to integrate efforts needful to eliminate Violence from every sphere of women's life, especially in those communities where live both women workers and Widows after similar labour disasters in the RMG Sector of Bangladesh.

Major findings

The Figure below shows the numbers of cases of VAW gathered from 14 Police Stations from the period 2008 to June 2010.

Figure 5.5.- Number of VAW cases recorded under 14 Police Stations selected by the Scheme Strategy



From this Figure 5.1 can be noted the following quantitative data:

- 507 cases were filed in 2008; 534 cases were filed in 2009 and 270 cases were filed in 2010 (up to June), totalling 534 cases, higher than 2008 in number, noting that the highest numbers of complaints were filed in Savar Police Station (282 cases) (where the Spectrum Widows mainly live), while Dhamrai was in second position with 237 cases;
- the highest documented incidence was *Dowry* related offences: (i) 446 cases were filed in Police Stations (14); (ii) Police Head Quarter revealed 8,548 cases and (iii) Naripokkho' s Social Partners (Table 5.42) reported 1,204 *Dowry* violence incidents and,
- *Rape* was the second highest in number: (i) 339 violence incidents cases recorded at 14 Police Stations selected; (ii) 628 cases from the *Report of Police Head Quarter* and (iii) 820 reported by Local Social Partners at grass root level.

Table 5.43 shows the recorded cases of different forms of violence, collected from 14 police stations. It also shows the number of cases filed in 2008, 2009 and 2010 (up to June) in the 14 Police Stations under *The Suppression of Violence against Women and Children Act 2000, amended in 2003*.

Table 5.43.- Overview - Single form of VAW cases recorded in the 14 Police Stations

District	Police Station	Year	Trafficking	Abduction	Ransom	Provocation to suicide	Rape	Sexual Harassment	Dowry	Acid Attack	Total
Dhaka	Savar	2008	1	10	0	0	26	3	39	2	81
		2009	1	28	0	2	21	10	61	1	124
		2010	0	12	0	2	14	2	36	1	67
Dhaka	Dhamrai	2008	0	9	0	0	30	2	28	2	71
		2009	2	20	0	0	36	13	37	1	109
		2010	0	5	0	0	10	6	19	1	41
Manikgonj	Doulatpur	2008	0	0	0	0	1	2	2	0	5
		2009	1	2	0	0	4	0	1	0	8
		2010	0	1	0	0	2	1	1	0	5
Tangail	Gopalpur	2008	0	2	0	0	4	2	5	1	14
		2009	0	2	0	0	11	1	11	0	25
		2010	0	2	0	0	1	1	3	1	8
Mymensingh	Trishal	2008	0	10	0	0	10	1	10	1	32
		2009	0	11	0	0	6	3	9	0	29
		2010	0	9	0	0	6	0	3	1	19
Jamalpur	Islampur	2008	0	7	0	0	8	3	3	0	21
		2009	0	2	0	0	11	0	2	0	15
		2010	1	1	0	0	6	0	3	0	11
Rajbari	Rajbari Sadar	2008	0	5	2	1	3	2	3	0	16
		2009	0	8	0	0	4	1	1	1	15
		2010	0	8	0	0	4	1	1	0	14
Madaripur	Madaripur Sadar	2008	0	12	0	1	5	1	49	0	68
		2009	2	13	0	0	2	0	17	0	34
		2010	0	5	0	1	2	1	1	0	10
Sirajgonj	Sirajgonj Sadar	2008	1	14	0	0	4	3	5	1	28
		2009	1	19	1	0	8	4	7	1	41
		2010	0	6	0	0	2	2	4	0	14
Bogra	Sariakandi	2008	0	5	0	0	2	4	5	1	17
		2009	0	4	0	0	4	2	2	0	12
		2010	0	1	0	0	1	0	1	0	3
Gaibandha	Gobindgonj	2008	0	7	0	0	19	2	7	0	35
		2009	0	8	0	0	16	0	8	1	33
		2010	0	2	0	0	1	0	1	0	4
Chapainawabgonj	Chapainawabgonj Sadar	2008	0	12	0	1	15	5	14	0	47
		2009	0	5	0	0	13	2	15	0	35
		2010	0	8	0	0	12	4	16	0	40
Jhenaidah	Kaligonj	2008	0	4	0	0	6	5	4	0	19
		2009	0	8	0	0	4	0	2	0	14
		2010	0	1	0	0	3	1	0	0	5
B. Baria	Bancharampur	2008	0	1	0	0	0	0	6	0	7
		2009	1	0	0	0	1	0	2	0	4
		2010	0	1	0	0	1	0	2	0	4
Total	11	290	3	8		90		17			

Each case was filed against a single form of violence. Noting Savar area (272) were the area where highest number of cases. Additionally, this area also concentrated the highest number of cases in 3 years were filed against Dowry 446, cases filed against Rape were 339 is in second position followed-

by *Abduction* in third position comprising the numbers of 290 cases.

Table 5.44 shows that there were reported cases where more than one form of violence has occurred on the same woman within the same episode.

Table 5.44.- Overview- Multiple form of VAW cases recorded in the 14 Police Stations where the Spectrum Widows live

District Police Station	Year	Dowry					Rape				Abortion & Death	Abduction							Total.	
		Acid Attack	Burn	Dowry & Provocation to Suicide	Abortion	Rape	Burn	Abortion	Trafficking	Provocation to suicide		Rape	Sexual Harassment & Ransom	Ransom	Ransom & Murder	Trafficking	Rape & Trafficking	Hurt		Sexual Harassment
Dhaka	2008	0										0								0
Savar	2009	0	1					1				4			1					7
	2010	0										3								3
Dhaka	2008	0										4	1	1	1					7
Dhamrai	2009	1										4								5
	2010											4								4
Manikgonj	2008											0								0
Doulatpur	2009											0								0
	2010											1					1			2
Tangail	2008									1		3								4
Gopalpur	2009		2									2								4
	2010											2								2
Mymensingh	2008		1					2				2								5
Trishal	2009		1									0								1
	2010		0									1								1
Jamalpur	2008											3							1	4
Islampur	2009											7							1	8
	2010											1								1
Rajbari	2008										1	0								1
Rajbari Sadar	2009								1			0								1
	2010				1			1				1								3
Madaripur	2008							1				1			1	1			1	5
Madaripur Sadar	2009			1			1					1			1					4
	2010											0			2					2
Sirajgonj	2008											2								2
Sirajgonj Sadar	2009									1		1								2
	2010											1				1				2
Bogra	2008											1			1				1	3
Sariakandi	2009											0							1	1
	2010											1								1
Gaibandha	2008											9			2					11
Gobindgonj	2009											2								2
	2010											0								0
Chapainawabgonj	2008											2								2
Chapainawabgonj Sadar	2009											0								0
	2010											3								3
Jhenaidah	2008											0			1					1
Kaligonj	2009											0								0
	2010											0								0
B. Baria	2008	1										0								1
Bancharampur	2009	0										0						1		1
	2010	0										1								1

Total		2	5	1		1	1	3	3	1	1	1	67	1		2	1	8	3	1	5	
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5.7. DATA TO EVALUATE SPECTRUM WIDOWS COPING.

Therefore, in the face of this hard and exclusive reality, ensuring free enjoyment of compensations resulting from the solution would require: (i) that Spectrum Widows feature the necessary capacities prior to factory collapse and/ or else (ii) that individual and voluntary guardianship processes be developed for Spectrum Widows with the highest exclusion rates in their communities.

To this end, the following two lines of work had to be developed:

- In the first place, through the *lens* of *Vulnerability* and the *three Ps* described in Chapter 4, to identify the deep rooted and underlying causes of the *Vulnerability* of Spectrum Widows before the *Disaster* and,
- second, to assess the influence of the complex community and family environment (three *P_s*) on the resilience capacity of Spectrum Widows, since, eventually, and according to Bankof¹⁵ *et al* (2004: 2) *not all poor people are vulnerable in the same way and some people who are not poor are also vulnerable.*

e1- Necessary data to evaluate the vulnerability of Spectrum Widows prior to the factory collapse

In order to assess the degree of vulnerability prior to the *Disaster* and directly responsible for the subsequent exclusion processes suffered by the Spectrum Widows, I conducted, together with *secondary stakeholders*, individual interviews based on qualitative methods and quantitative data to ascertain the impacts of the mentioned *Four Ps*¹⁶.

The conclusions derived from the Questionnaire allowed me: (i) (short run) to evaluate both the influence of the mentioned *Four Ps* on the Widows' living environment before the Spectrum accident and understand the reasons that supported discriminatory behaviour against the Widows by their in-laws against them in managing the Relief Schemes processes and (ii) (long run), to use them as reference for designing the previously mentioned individual *solution's* Monitoring Programs.

As I mentioned in Chapter 4, the Interview Questionnaire was developed based on:

- A consultation process which included all secondary stakeholders involved in the VAW data mining process;
- their previous experiences on the field and, finally,
- considering a wide selection of individual, social and cultural indicators.

For that purpose, a two working day of individual interviews were carried out by Naripokkho, BN-WLA and the me at the *Caritas facilities* in Dhaka (Bangladesh).

A breakdown of the main conclusions derived from the mentioned individual interviews is as follows:

¹⁵ Ibid.

¹⁶ In order to make the mentioned process more understandable, I added an additional *P_s* to capture the influence –positive or negative- of Constitutional Principles on the mentioned, current Vulnerability processes prior to the Spectrum Disaster.

- the lack of Widows knowledge of their Constitutional, Women and Family Rights. This issue put Spectrum Widows in a vulnerable position.

In other words, if the Spectrum Widows had known their Rights (from Constitutional to those protected by the Muslim Family Law) they had protected their compensations through legal options available in the Bangladeshi Legal System.

A proper knowledge of the Law had given them more strength to resist being forced by their relatives and in-laws and also to tolerate some of those intolerable situations derived from the Spectrum *Disaster*;

- the negative influence of the *patriarchal society*. After the accident and under the prevalent socio economic conditions derived from this *second P₂ (Patrilineal Kinship)*, the Spectrum Widows were compelled to be submissive, dwelling in the margins of a patriarchal society, as they used to be before the *Disaster*.

They accepted and submitted to their new discriminatory vital scenario because the accident reinforced their feelings that there was no way out to free themselves from it and, consequently, they never went neither for coping services (NGOs assistance) nor for help. In other words, a situation also in line with those described by Freire¹⁷ (1987: 123) *culture of silence* and who interpreted this *silence* as passive tolerance of domination by men;

- the negative influence of the *Para/ Bari environment*. After the factory collapse, the Spectrum Widows thought of themselves as physically and morally bounded to their in-laws. Thus, following Ameen¹⁸, N (2005: 29), they were taught two virtues: patient and sacrifice because when they move into the *bari* of their fathers in law, they arrive with very little status, being its direct consequences: (i) be subjected to the law of their husbands, their fathers and their mother in-laws before the accident and, after it, to the law of their father in-law and, finally,
- the negative influence of the *Purdah*. Specifically, in an scenario where (i) the inferior status of women (Spectrum Widows) was interwoven with the *patriarchal social structure* and where the men were dominant; (ii) Widows had no place in the scene of social identification and (iii) they had no independent existence, apart from being a wife or a mother and finally (iv) as derived from the Questionnaire, they were considered by their in-laws physically, intellectually and emotionally inferior to man and, as a result of that, incapable of managing neither the *solution*'s contributions nor those related to their children.

First P₁: Lack of the Widows Knowledge of the Law (Principles, Constitutional, Women and Muslim Family Rights)

With the objective to assess the influence of lack of knowledge of the Constitutional and Women's Right knowledge contemplated, by either the Bangladeshi Constitution or the Muslim Family Law, by the Spectrum Widows in their: (i) family and private spheres (before the Spectrum Disaster) and (ii), after the factory collapse, their participation in the several Relief Schemes organized by *primary stakeholders*, the Questionnaire was focused on the following areas:

¹⁷ Freire, Paulo and Shor, Ira (1987): "A Pedagogy for Liberation. Dialogues on Transforming Education" (London: MacMillan): 123.

¹⁸ Ibid.

Table 5.45. - Areas Covered by the individual interviews

Objectives	Issues and Their Influence on the Sustainable Free Enjoyment of the Scheme Compensations
<i>Evaluate</i> the level of compliance of the Widows' legal environment based on the level of compliance of the following Bangladeshi Legal Bodies:	<ul style="list-style-type: none"> • Early Marriages; • Registered Marriages; • Dowry and • Dower
Evaluate the Widows capacity to freely exercise their Women Rights in this second <i>spider web</i> featured by the mentioned <i>Four Ps</i> , based on the following Widows knowledge:	<ul style="list-style-type: none"> • Educational level; • Widows Constitutional Rights(Widows awareness of their Rights); • Remarriage Spectrum Widows Rights; • Muslim Law knowledge and, finally, • Spectrum Widows' awareness of Other Legal Issues.

Early Marriages

Following BNLWA¹⁹ (2009: 85 and 86), Bangladesh has the highest rate of *Early Marriage issue* in South Asia, being the median age at marriage for young 20-24 years is 16.4 years (BDHS²⁰, 2007) with a difference of more one year between urban and rural women and in a context where parents often consent child marriage out of economic necessity, or because they believe that marriage will protect girls from sexual assaults (BNLWA²¹ 2009: 85).

Following BNLWA²² (2009: 85), the consequences derived from this VAW issue in the lives of the young brides is, among others:

- The powerlessness and the inability to exercise sexual choices in her marital home, exacerbating the non-consensual nature of early sex, particularly forced sexual initiation;
- the lack of information on sexual matters at marriage compounds;
- the anxiety and fear that characterizes young women's early marital experiences, particularly as young husbands are better informed and in many cases sexually experienced before marriage as it is stated in Table 5.46 below.

Table 5.46.- Bangladeshi current marital status.

Age	Marital Status						Number of Women and Men
	Never Married	Married	Divorced	Separated	Widowed	Total	
WOMEN							
15-19	52.8	45.6	0.5	0.9	0.1	100.0	3,019
20-24	14.3	82.5	1.1	1.5	0.6	100.0	2,537
25-29	4.3	92.1	0.9	1.4	1.3	100.0	2,018

¹⁹ Bangladesh National Women Lawyers' Association (BNLWA) Study Report on Violence Against Women in Bangladesh and Related Emerging 2008-2009. BNLWA. Dhaka, Bangladesh. Pages 85 and 86.

²⁰ National Institute of Population Research and Training (NIPORT), Mitra and Associates, and Macro International. 2009. Bangladesh Demographic and Health Survey 2007. Dhaka, Bangladesh and Calverton, Maryland, USA: National Institute of Population Research and Training, Mitra and Associates, and Macro International.
Available at <http://www.measuredhs.com/pubs/pdf/FR207/FR207%5BApril-10-2009%5D.pdf> (Last access January 13, 2011)

²¹ Ibid.

²² Ibid.

30-34	0.6	92.8	1.2	2.2	3.2	100.0	1,670
35-39	0.6	91.4	0.9	2.5	4.6	100.0	1,573
40-44	0.2	85.6	1.5	3.0	9.7	100.0	1,216
45-49	0.8	80.4	1.0	2.2	15.5	100.0	1,038
Total	15.9	78.0	1.0	1.8	3.4	100.0	13,071
MEN							
15-19	•	*	*	*	*	100.0	363
20-24	67.5	32.1	0.2	0.1	0.0	100.0	893
25-29	33.8	65.9	0.3	0.0	0.0	100.0	931
30-34	13.2	86.0	0.3	0.0	0.6	100.0	549
35-39	4.5	94.9	0.4	0.1	0.1	100.0	706
40-44	1.7	96.9	0.7	0.3	0.3	100.0	577
45-49	0.9	98.6	0.0	0.3	0.2	100.0	588
50-54	0.9	96.8	0.3	0.0	1.9	100.0	549
Total	26.9	72.4	0.3	0.1	0.3	100.0	5,155

Source: National Institute of Population Research and Training (NIPORT), Mitra and Associates, and Macro International 2009. Bangladesh Demographic and Health Survey 2007. Dhaka, Bangladesh and Calverton, Maryland, USA: National Institute of Population Research and Training, Mitra and Associates, and Macro International (page 75).

Table 5.46 shows marital status by age and sex, disclosing that: (i) 82.5% of women were married at age 20-24 and, contrarily, (ii) only 32.1% of men were married at age 20-24.

A breakdown of the ages of the Spectrum Widows at the time of their marriages is as follows:

Table 5.47.- Information about widows' ages.

Indicators	Answer Type	Possible Answer	Spectrum Widows																	
			1	2	3	4	5	6	7	8	9	10	11	12	6	14	15	16	17	
Age of Widow	Simple	Text (i.e. age)	26	30	30	43	29	33	27	21	32	25	26	23	35	40	21	30	30	Age at the Widows time of the accident: 23 years old
Age at Marriage of Widow	Simple	Text (i.e. age)	16	18		12	23	25	18	15	16	15	18	17		15	16	18	23	30% of the Widows marriages were in non compliance with the Law

A summary of the conclusions drawn from Table 5.47 is as follows:

- The ages of the Spectrum Widows at the time of their marriages (media: 17 years old) were in line with those ages included in the following Table 5.48.

Table 5.48.- Bangladeshi median age at first marriage

Background	Age							
	20-24	25-29	30-34	35-39	40-44	45-49	20-49	25-49
Residence								
Urban	17.7	17.0	16.0	15.9	15.0	14.7	16.3	15.8
Rural	16.1	15.4	14.9	14.9	14.7	14.0	15.1	14.8
Division								
Barisal	15.8	15.4	15.4	15.2	14.7	14.0	15.2	15.1
Chittagong	17.4	16.5	15.4	15.5	15.0	14.8	16.0	15.6
Dhaka	16.3	15.3	14.9	15.0	14.9	14.1	15.2	14.9
Khulna	15.7	15.4	14.8	15.5	14.2	13.7	14.9	14.7
Raishahi	15.8	15.3	14.8	14.6	14.3	13.8	14.9	14.7
Sylhet	18.3	16.7	16.8	16.6	16.0	14.8	16.7	16.4
Educational Attainment								
No Education	15.0	14.4	14.3	14.4	14.5	13.8	14.3	14.2
Primary Incomplete	15.0	15.0	14.6	15.0	14.6	14.0	14.8	14.7
Primary complete ¹	15.5	15.0	15.5	15.2	14.7	14.6	15.1	15.1
Secondary ¹ Incomplete	16.9	16.4	16.0	16.2	15.3	15.4	16.4	16.0
Secondary Complete or Higher	17.7	17.1	16.2	16.3	(15.8)	(14.5)	16.8	16.3
Wealth Quintile								
Lowest	15.0	14.6	14.3	14.2	14.3	13.7	14.4	14.3
Second	15.6	15.3	14.7	14.6	14.5	13.8	14.9	14.7
Middle	16.0	15.4	14.8	15.1	14.7	14.2	15.2	14.9
Fourth	17.2	16.0	15.6	15.2	14.7	14.2	15.6	15.2
Highest	18.4	18.0	16.7	16.3	15.4	15.0	16.9	16.4
Total	16.4	15.6	15.1	15.2	14.7	14.1	15.3	15.0

Source: National Institute of Population Research and Training (NIPORT), Mitra and Associates, and Macro International. 2009. Bangladesh Demographic and Health Survey 2007. Dhaka, Bangladesh and Calverton, Maryland, USA: National Institute of Population Research and Training, Mitra and Associates, and Macro International.

- Although (i) *The Child Marriage Restraint Act (1929)* applies to all Bangladeshi citizens and stipulated punishments for child marriages, (ii) this *Act (1929)* requires that the bridegroom to be at least twenty one years of age and the bride to be at least eighteen and (iii) marriage to a minor may render the adult spouse criminally liable and subject to imprisonment of up to one month, or fine which may extend up to Taka on thousand or both, it does not by itself the marriage void, 30% of the Widows were married non complaining with the mentioned Law and, one of them was married at the age of 12;
- as revealed from Tables 5.48 and 5.49, the *Act (1929) (amended 1984)* was not implemented and no case has so far been filed against the girl guardians (Ameen, N. 2005²³: 58);
- *Early Marriages* issue was also linked with the development of the following other VAW episodes: (i) *Freedom of Marriage* and (ii) *Forced Marriages* with clear impact on the Widows freedom of choice their own life after the Spectrum accident, as disclosed in the following Table 5.49:

²³ Ibid.

Table 5.49.- Freedom of marriage and forced marriages

Indicators	Answer Type	Possible Answer	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
Did you yourself choose your husband (Spectrum deceased worker)?																			
Chosen by Widows	Simple	Boolean. Text: "... Yes/ No..."	No	No	No	No	No	No	No	No	No (my Elder Sister's choice)	No	No	No	No	No	No	No	No
Chosen by Widows' family	Simple	Boolean. Text: "... Yes/ No..."	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	Yes	Yes	Yes	No	Yes	No
Chosen by Widows' Husband.	Simple	Boolean (Yes or No)	No	No	No	No	No	No	No	No	No	No	Yes	No	No	No	No	No	No

As mentioned by BNLWA²⁴ (2009: 86), an *arranged marriage* may turn into forced marriage particularly in instances where there is silent coercion by the family elders to obtain consent from the potential bride, scenario clearly described from the conclusions derived from the Widows Individual Interviews (See Table 5.49 above).

So, even though consent of both a man and a woman should be obtained for a legal marriage to take place, in many cases, there is a line between *coercion* and *consent* (See Table 5.49).

Registered Marriages

Although registration of a Muslim marriage²⁵ is compulsory and, in accordance to the *1974 Muslim Marriage and Divorce Registration Act*²⁶, it has a set of penalties of simple imprisonment for a term which may extend to two years or with fine which may extend to 3,000 Taka or both for those couples who contravene the requirement of registration, the following Table 5.46 shows some breaches made by the Widows' families relating to this *Act (1974)*.

Table 5.50.- Registered marriages

Indicators	Answer Type	Possible Answer	Spectrum Widow																	
			1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.	16.	17.	
<i>Did you register your marriage?</i>	Simple	Boolean. Text: "... Yes/ No..."	Yes	Yes	Yes	No	Yes	n/a	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	n/a	Yes
<i>If you were under age at the time of your marriage, did you know that was illegal?</i>	Simple	Boolean. Text: "... Yes/ No..."	Yes	Yes	Yes	No	Yes	Yes	Yes	No	Yes	Yes	No	No	No	No	Yes	No	No	
<i>Do you know that marriage is required to be registered under the Muslim Marriages and Divorces Registration Act 1974?</i>	Simple	Boolean. Text: "... Yes/ No..."	Yes	Yes	No	Yes	No	Yes	No	Yes	No	No	No	No	Yes	Yes	No	No	No	

- 3/16 Spectrum Widows confirmed that they did not register their marriages and

²⁴ Ibid.

²⁵ Christian marriages are regulated by the Section 60 of Christian Marriage Act 1872 and managed by the catholic priest.

²⁶ This Act, clearly states in its Article 3 that "...Notwithstanding anything contained in any Law, custom or usage, every marriage solemnized under Muslim Law shall be registered in accordance with the provision of this Act..." <http://resources.lawyersnjurists.com/legal-documentations-litigations/laws-of-bangladesh/1971-1975/the-muslim-marriages-and-divorces-registration-act-1974> (Last access January 13, 2011).

- 10/16 Spectrum Widows confirmed that being minors at the time of their marriages, they registered their marriages. This situation was due to the combination of the following two factors: (i) the *Birth and Death Registration Act (2004)*²⁷ was entered in force in 2006 (Widows' marriages were before this date) and (ii) most births, especially in rural areas still are not registered and as a result it becomes difficult to prove the age of the bride.

Dowry

A breakdown of the conclusion drawn from the mentioned Spectrum Widows interviews is as follows:

- Dowry was a VAW an omnipresence issue. Some of the Widows suffered the pressure for bringing more Dowry after marriage (before the Spectrum Disaster) and, consequently, putting burden on their parents;
- ALL OF THEM faced Dowry related verbal and psychological abuses at times from their in-laws and sometimes even from natal family as well. Noting the following answer by a Spectrum Widow:

"... My Parents teased and taunted me for asking for money. But I continued to bring (money) for him as he paid for getting back land with that money..." (Spectrum Widow 8)

- Those Spectrum Widows who did not bring Dowry (husband never request it) later on her mother in-law raised the following questions:

"... We received money during other sons' wedding. Why won't your parent give for you? ..." (Spectrum Widow 4)

And also, it was noted that:

"... For not bringing Dowry the women and her natal family were scorned, ridiculed and even called in names by in law's family members, "Beggar's daughter. (You) have come from beggar's family..." (Spectrum Widow 5)

- Five interviewed Spectrum Widows confirmed that their families did not give Dowry and the remaining twelve, their families handed over Dowry during their marriages. Two of them did not call it Dowry rather said the money and jewellery were gift from their parents, providing most of them Dowry instantly after marriage, including (i) cash money; (ii) jewellery; (iii) cycle and (iv) land. Noting the following answers:

"... Dowry was not given. Cash 30,000/-Tk, jewellery and a cycle was given as gift but this was not considered as Dowry..." (Spectrum Widow 11)

²⁷ Government of Bangladesh passed Birth and Death Registration Act 2004 that will enter into force from 3 July 2006. According to this Law, every individual born in Bangladesh and Bangladeshi Citizens born outside will have to undergo birth registration process. The new legal framework allows free registration for all within two years from the effectiveness of the Law.

The Law termed birth certificate as a proof of one's age and identity to have access for certain services which includes: Passport, Marriage Registration, Admission in Educational Institute (without birth certificate admission can't be refused at this moment), employment in Government and Private sector, Driving License, Voter List and Registration of Lands. It may be noted here that a recent amendment on the Law has waived the compulsion of producing birth certificate for these services until 2 July 2007.

<http://search.com.bd/birth-death-registration-act-2004.html> (Last entry January 13, 2011)

- The interviews also revealed the *Dowry* implications as an important role in positioning the women after marriage by her in-law's family, showing that Widows faced with animosity from the in-law's side of the family on grounds of her looks and complexion since marriage being most difficult for the woman with dark complexion to be accepted in the family:

"... My In-law's never accepted me for my dark complexion and I am not good looking..."
(Spectrum Widow 7)

Similarly,

"... Bigger amount of dowry was given to compensate for the looks. But this could not make up for the looks..."

My family paid so much Dowry (i.e. jewellery and cash amounting Taka 16,000) but that did not wash away my dark complexion. I was never valued at my in laws' family as I am dark..." (Spectrum Widow 3)

The attitude did not change even after the Spectrum Disaster. This led them to depriving the widows of their right over their in-laws property. Finally no contact was left between the Spectrum Widows and their in-laws.

A Spectrum Widow who did not bring *Dowry*, her elder brothers in law taunted her saying:

"... Our wives brought Dowry why will she be excused ..." (Spectrum Widow 1)

"... Not bringing Dowry had impacts on inheriting property even after widowhood..." (Spectrum Widow 1)

And they denied her Rights on her husband would:

"... then don't ask for any property share for your child, you didn't bring anything with you..." (Spectrum Widow 1)

Dower

Although *Dower* has not direct relation to wife abuse, yet the psychological impact of its non-payment and subsequent disregard makes the wives more insecure.

However, it has become a local tradition to pay the *Dower* at the time of the divorce; although in Islam it is obligatory for the husband to pay part of the *Dower* to the bride at the time of the marriage as a gift (Ameen²⁸, N. 2005: 81).

²⁸ Ibid.

Table 5.51.- Reception of Dower

Indicator	Spectrum Widows																	Percentage
	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.	16.	1.	
Reception Of Dower	No.	No.	No.	No.	No.	Yes.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	5.88

From the above Table 5.51 it may be concluded that, although, *Section 10²⁹ of the Muslim Family Law Ordinance 1961* stated that:

"... After husband death a wife is entitled to recover her unpaid Dower from the wealth of deceased husband, and to keep all gifts, ornaments and properties received at the time of her marriage, and properties designated to her ownership in according to the written and/or oral will left behind her husband...", no Dower, whatsoever, was paid by the in-laws to any Widows after the accident.

Spectrum Widows Educational Level

A breakdown of the educational level and literacy obtained from the *HSD³⁰ Report (1997)* included in Table 5.52 below revealed that:

Table 5.52.- Educational attainment women

Background Characteristic	No Education	Primary Incomplete	Primary Complete	Secondary Incomplete	Secondary Completed or Higher	Total	Number of Women	Median Years Completed
Age.								
15-19	10.0	17.6	10.8	51.5	9.9	100.0	1,424	6.1
20- 24	15.4	21.0	10.4	37.5	15.6	100.0	2,175	S.4
25-29	30.1	22.6	80	23.1	16.0	100.0	1,931	36
30-34	41.1	226	79	15.5	12.9	100.0	1,660	1.4
35-39	48.1	21.1	7.0	13.0	10.9	100.0	1,564	0.0
40 44	53.1	23.0	7.0	10.6	6.2	100.0	1,213	0.0
45-49	59.2	187	7.0	9.7	5.3	100.0	1,030	0.0
Residence								
Urban	25.2	18.6	8.1	25.9	22.1	100.0	2,482	4.6
Rural	36.7	21 8	86	23.9	89	100.0	8,514	26
Division								
Barisal	22.3	28.0	12.4	23.9	13.1	100.0	662	4.0
Chittagong	32.2	188	9 5	27.6	11.9	100.0	2,023	39
Dhaka	35.2	21 4	78	23.0	12.5	100.0	3,431	30
Khulna	30.1	23.5	6.8	25.4	14.1	100.0	1,396	3.6
Rajshahi	35.9	20.2	7.9	24.5	11.3	100.0	2,776	2.9
Sylhet	45.4	185	10.6	20.1	5.0	100.0	707	1.0
Wealth quintile								
Lowest	56.2	24.7	6.4	9.6	2.7	100.0	2,115	0.0

²⁹ Section 10: - *Where no details about the mode of payment of dower are specified in the NikahNama, or the marriage contract, the entire amount of the dower shall be prescribed to be payable on demand.*

³⁰ National Institute of Population Research and Training (NIPORT), Mitra and Associates, and Macro International. 2009. Bangladesh Demographic and Health Survey 2007. Dhaka, Bangladesh and Calverton, Maryland, USA: National Institute of Population Research and Training, Mitra and Associates, and Macro International.

Second	42.9	246	93	18.7	4.3	100.0	2,157	0.9
Middle	35.9	22.1	107	23.9	7.3	100.0	2,186	30
Fourth	24.4	20.2	8.4	34.3	12.7	100.0	2,259	4.6
Highest	13.0	14.3	7.4	34.2	31.0	100.0	2,278	7.6
Total	34.1	21.1	84	24.4	“9	100.0	10,996	32

The Spectrum Widows education level obtained after running the individual interviews revealed that:

Table 5.53.- Spectrum Widows educational level

Indicator	Type	Possible Answer	Spectrum Widow																	%
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
What is your educational level?	Simple	Boolean. “... Illiterate...”	No	No	No	Yes	No	No.	No.	No.	Yes	No.	No.	No.	No.	No.	No.	No.	No.	12.5%
		Pre-primary	No	No.	No	No	No	Yes	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	6%
		Primary	Yes	Yes	Yes	No	No	No.	Yes	Yes	No.	Yes	Yes.	Yes.	Yes	Yes	Yes	Yes	Class Nine	

- Spectrum Widows Data (23 years median³¹) in line with the level of years schooling of the Bangladeshi median:

Table 5.54.- Comparative Widows Education Analysis.

	Age	No Education	Primary Incomplete	Primary Complete
Bangladeshi Women	20-24	15,4	21	1
Spectrum Widows	23	12,5%	75%	6%

- Moreover, based on their level of education they should no capable to manage and the compensations derived from any Relief Scheme in the future without any Monitoring Program designed for that purpose.

Constitutional Rights Knowledge

Table 5.55.- Widows knowledge about their Constitutional Rights

Spectrum Widow																		
Indicator	1.	2.	3.	4.	5.	6.	7.	8.	9.	10	11.	12.	13.	14.	15.	16.	17.	
<i>Are you aware of your Women Rights stated in the Bangladeshi Constitution?</i>	No.	No.	No.	No.	No.	No	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No	100%

A breakdown of the conclusions drawn from Table 5.55 above are the lack of knowledge of their Constitutional Rights. Issue in line with the lack of education described in previous Table 5.54.

³¹ See conclusion derived from Table 5.3.

Spectrum Widows Remarry Rights

After running the individual interviews proposed by the *solution*, I may conclude that:

- 100% of Spectrum Widows were not aware of their Rights under Muslim Family Law to remarry after their husband deaths;
- most of them confirmed that they did not considered this option, pointing out, as major reason, that their children were their sole responsibility and, consequently, they should have to concentrate on them not their own happiness and desires, thus:

"... When I miss my husband then I talk to my neighbours and this makes me feel better. Husband left children behind with me. I have to raise them (ManushKorte Hobe). I pray to Allah that I can lead a good life this way (not remarrying but raising children)..." (Widow 8)

- Some of them left the option open:

"... Knowing I have money there are people who wish to marry me. But I don't consider that for now. Let my child grow up. I will look into the matter later on..." (Spectrum Widow 11);

- One respondent become a Widow only in few months time after her wedding. She did not have a child and she expressed her thoughts of remarrying as follows:

"... I am giving it (remarrying) a thought but do not wish to. My parents won't be there all my life to look after me. Then who will watch over me. A companion is needed..." (Spectrum Widow 2)

- Finally, a summary of the major findings related to this issue is as follows:

Table 5.56 .- Indicators related to Widows Right to remarry

Indicators	Spectrum Widow																	Percentage
	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.	16.	17.	
Are you re-married?	Yes	No	No	Yes	Yes	Yes	No	No	No	No	No	No	No	No	No	No	No	23.53
Are you	No	No	Yes	No	Yes	Yes	No	Yes	Yes	Yes	No	Yes	Yes	No	No	Yes		58.82
	Yes	Yes	No	No	No	Yes	Yes	Yes	No	No	No	Yes	No	Yes	No	No	No	41.18

Although the Bangladeshi Family Law permits remarriage³², social norms debar them from getting a second husband as it may be concluded from the data showed in Table 5.56 above:

- only 3 Spectrum Widows were remarried after the *Disaster*;

³² It should be noted that Hindu widows' remarriage is allowed in Bangladesh under the Hindu Widows Re-Marriage Act 1856 which was prohibited for a long time.

Hindu Law allows a woman to marry even while her first husband is alive in the following cases if:

- She is abandoned by her first husband;
- her husband is not heard for a certain period;
- her husband adopts a religious order and, finally,
- he becomes impotent or he is outcaste.

Source: Routh, S.K. (1974) "Elements of Hindu Law" with a foreword by A.W.M. Abdul Haq. Publisher: Distributor Ideal Library Comilla; N. Routh Dacca.

- 58% of them were not aware of their Rights to remarry and, finally,
- 41% considered necessary to get permission before marrying again.

Spectrum Widows Muslim Law Knowledge

The conclusions derived from the Individual Interviews revealed that the Spectrum Widows were so conditioned by their previous social and economic situations before the factory collapse.

Thus, their illiteracy and, consequently, their lack of knowledge of law (i.e. Inheritance and Custody), their poverty condition and their in-law family pressures played an important negative role for (i) accessing to the Courts to protect their Women Rights or (ii) coping for legal help.

Table 5.57.- Spectrum Widows knowledge about Muslim Family Law

Indicators	Spectrum Widow																	%	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17		
My in-laws	No.	No.	No.	No.	No.	N/A	No.	No.	No.	No.	No.	No.	No.	No.	No.	Yes.	Yes.		
My relatives	No.	No.	No.	No.	Yes	N/A	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	Yes	
NGO	No.	No.	No.	No.	No.	N/A	No.	No.	No.	No.	Yes.	No.	No.	No.	No.	No.	No.		
Government officials	No.	No.	No.	No.	No.	N/A	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	Yes.	
BG-MEA	No.	No.	No.	No.	No.	N/A	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	Yes.	
Trade	No.	No.	No.	No.	No.	N/A	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	Yes.	No
Text	No.	No.	No.	No.	No.	N/A	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	Yes.	No
Radio	No.	No.	No.	No.	No.	N/A	Yes	No.	No.	No.	No.	Yes.	No.	No.	Yes	No.	Yes.	Yes.	No
TV	No.	No.	Yes.	No.	No.	N/A	Yes	No.	No.	No.	No.	Yes.	No.	No.	Yes	No.	Yes.	Yes.	No
News	No.	No.	No.	No.	No.	N/A	No.	No.	No.	No.	No.	Yes.	No.	No.	No.	No.	No.	Yes.	No
Other people from my community	No.	No.	No.	No.	No.	N/A	No.	No.	Yes.	No.	No.	Yes.	No.	No.	No.	No.	No.	Yes.	No

Based on the complex scenario derived from Table 5.57 above, the Spectrum Widows could not afford to fight for their Rights (i.e. inheritance) in a hostile and economic environment.

Thus, obtaining *solution's* compensations was not an easy and smooth task:

"... 100% relief money was offered to those widows who had a son. Contrarily, for those who had only daughters had to share the compensation money with in-laws..." (Comment from the interview team)

This remained an ongoing struggle for those who were mothers of daughters. The plight was less for those who had a son. Specifically, a Spectrum Widow, mother of a son, mentioned that:

“... No one else becomes shareholder if there is a son. Shared compensation when there is a daughter only. This is the law of our country...” (Spectrum Widow 9)

Nevertheless, taking advantage of the *Vulnerability* of the widowhood members (Mother-in-law or other male relatives) of the in-law’s family forced tricked or even scammed and finally partially deprived the widows of their rights over compensation money. To cope with such situation some of them even hid and concealed that they received money. Mother of two sons mentioned to the interviewers:

“... My uncle-in-law tries to seize money. They (in-laws) may harm me. So I hide the information from them. They do not know about compensation money...” (Spectrum Widow 17)

People who helped the Spectrum Widows in this struggle were mostly: (i) their natal family members including father, brother and cousin and (ii) in some cases, some local UP member who played an important constructive role by convincing the in-law family about the right of the Spectrum Widow and also giving them the certificate to enable her to obtain the money:

“... My Father in law wanted money but chairman member intervened and convinced him the boy is legal successor of his deceased son’s money. They fixed the papers accordingly and then Father-in-law didn’t disturb from then on...” (Spectrum Widow13) and, finally,

Lastly, the final outcome derived from this seclusive scenario was that the Spectrum Widows never were informed by any relative neither from their own families nor their in-laws about their Rights to get proper compensations derived from the death of their husbands, being the main consequence derived from this scenario their lack of control over the *solution* compensations:

Table 5.58.- Spectrum Widows involvement in the solution managing compensations

Indicators	Spectrum Widow																
	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.	16.	17.
<i>Do you know how much share of the contributions have already been given and how much is still pending and due to them from the Spectrum Scheme?</i>	No. I don't know how much share they are entitled to get.	No.	No. I don't know how much share they are entitled to get.	No.	Yes.	Yes.	Yes.	No. child	No.	Yes.	No.	No. I do not have any idea about this.	n/a	No.	No. I do not have any idea about this.	No.	No.
Who is managing the contributions of the children of the dead worker?	No.	No.	Yes.	No.	No.	Yes.	Yes.	N/A	Yes.	No.	Yes.	Yes.	Yes.	Yes.	No.	No.	No.

Spectrum Widows' awareness of other legal issues

Table 5.59.- Spectrum Widows' awareness of other legal issues.

Indicators	Widow																	Percentage
	1	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12	13.	14.	15.	16.	17.	
Aware of Fatwa?	No	No	Yes	No	Yes	Yes	No	No	No	Yes	No	No	Yes	No	Yes	No	No	35.30
Knowledge on Polygamy?	Yes	No	Yes	No	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	No	Yes	70.59
Knowledge on Shalish?	No	No	No	No	No	Yes	No	No	No	No	No	No	No	No	No	No	No	5.88

Table 5.59 reveals that few Widows had faith and/or knowledge in the *Salish*.

Among the reason commented by them, the arbiters which comprised this institution were village elders, schoolmaster and imams from the community mosque. This institution was reasonable to settle family disputes regarding land but not the issues derived from the *solution* and, finally, they did not know the binding power of the resolutions from this consuetudinary local institution

The Second P₂: Patrilineal Kinship

Following Ameen, N. (2005:28), inside the home men and women are treated differently. From earliest childhood, women know that they are inferior to men and, as such, girls are regarded as vulnerable, needing protection from men. Following this Scholar, girls know that their brothers are assets and they are liabilities.

Table 5.60.- Spectrum Widows participation in family affairs

Indicator	Possible Answer	Spectrum Widow																	%
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
Before your widowhood, did you participate in the family affairs:	Boolean. Text: Frequently.	No.	Yes.	Yes.	No.	Yes.	No.	No.	No.	No.	No.	No.	No.	Yes	No.	No.	No.	No.	25
	Boolean. Text: "... Occasionally ..."	No.	No.	No.	Yes.	No.	Yes.	Yes.	Yes.	No.	Yes	No.	Yes.	No.	Yes.	Yes.	No.	Yes.	56%
	Boolean. Text: "... As a woman never was invited..."	No.	No.	No.	No.	No.	No.	No.	No.	Yes	No.	Yes	No.	No.	No.	No.	Yes	No.	19%
After the Spectrum collapse, did you participate in the family affairs?																			
After	Boolean: Text: "...Frequently..."	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	0%
	Boolean: Text: "...Occasionally..."	No.	No.	No.	Yes	No.	Yes	Yes	Yes	No.	Yes	No.	No.	No.	No.	No.	No.	No.	31%
	Boolean: Text: "... As a woman never was invited..."	Yes	No.	Yes	No.	Yes	No.	No.	No.	Yes	No.	Yes	Yes	No.	Yes	Yes	Yes	Yes	69%
After the accident, did your relatives invite you to participate in family affairs?	Boolean: Text: "...Frequently..."	No.	No.	Yes	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	No.	6%
	As a woman never was invited	Yes.	No.	No.	No.	Yes.	No.	Yes.	No.	Yes.	No.	Yes.	Yes.	Yes.	Yes.	No.	Yes.	Yes.	
	Boolean: Text: "...Occasionally ..."	No.	No.	No.	Yes.	No.	Yes.	No.	Yes.	No.	Yes.	No.	No.	No.	No.	Yes.	No.	No.	
How have you been in yourself since the factory collapse?	Boolean: Text: "...Constant anxiety..."	Yes.	Yes.	No.	No.	No.	Yes.	Yes.	Yes.	Yes.	Yes.	Yes.	Yes.	No.	No.	No.	Yes.	Yes.	

Boolean: Text: “... Constant uncertainty...”	No.	No.	No.	No.	No.	No.	Yes.	Yes.	Yes.	Yes.	No.	Yes.	Yes.	No.	Yes.	Yes.	Yes.	Yes.	
Boolean: Text: “... Frightened for sudden abuse (verbal/ psychological/sexual)...”	No.	No.	No.	No.	No.	No.	Yes.	Yes.	Yes.	Yes.	No.	Yes.	Yes.	No.	No.	No.	No.	No.	Yes.
Boolean: Text: “... No decision making power...”	Yes	No.	No.	No.	No.	No.	Yes.	No.	Yes.	Yes.	Yes.	No.	Yes.	No.	No.	No.	No.	No.	No.
Boolean: Text: “... Negative treatment/behaviour by family members due to loss of husband...”	No.	No.	No.	No.	No.	No.	Yes.	No.	Yes.	Yes.	No.	No.	Yes.	Yes.	No.	No.	No.	No.	Yes

From the above Table 5.60 it may be concluded that:

- before the *Disaster*, 25% of Spectrum Widows participated frequently in family decision processes;
- after the *Disaster*, the situation changed dramatically from 25% to 0%, noting that this situation was unfortunately replicated by their families when the move from their in-laws after the accident (only 6% of the Spectrum Widows confirmed to participate in family affairs and decisions)
- issues also contrasted by the Spectrum Widows through the individual interviews at Caritas Centre (Dhaka, Bangladesh) because all of them looked up to their in-laws for shelter.

At that point, all of them thought they had rights over their husbands’ property:

“... I have right over property at my in-law’s place. I have 2 Ana (one eighth share) right over Husband’s property...” (Spectrum Widow 7)

- But out of 17 Spectrum Widows, 15 had either moved back to their natal homes or were at the time of the interview residing independently.

Noting that only TWO Widows still remained to reside at their in-law’s land and the reason behind this dislocation was the in-laws’ refusal to let them reside at their (in-laws’) homes or premises and finally depriving them of their right over property.

“... Brother is not there so what is the need of the sister in law!...” (Spectrum Widow 11)

Issue also omnipresent in the following Interview Questionnaire answer

Table 5.61.- Problems created by the Spectrum Widows in law family members after the factory collapse

Indicators	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.	16.	17.	Per-centage
Ability to maintain family at the emergency derived from the Spectrum accident?	No.	No.	Yes	No	Yes	Yes	No	No	Yes	No	Yes	Yes	No	No	Yes	Yes	Yes	52.94
Any support from in laws family?	Yes	No	No	No	No	No	No	No	No	No	Yes	No	No	No	No	No	No	11.77

Any support from your natal family?	Yes	Yes	Yes	No	yes	Yes	yes	No	yes	No	yes	yes	yes	yes	yes	yes	yes	82.35
Very Difficult economic condition?	No	Yes	Yes	No	No	Yes	Yes	No	No	Yes	No	Yes	Yes	No	No	No	Yes	47.06
Difficulty in daily chores?	Yes	Yes	Yes	yes	yes	Yes	yes	No	yes	yes	yes	yes	yes	yes	No	yes	yes	88.24

A breakdown of the main conclusions is as follows:

- all the young Spectrum Widows were devastated and heart-broken at the sudden demise of their husbands;
- their first shock they recalled was most of them was given the compensation money that went along with the dead-body;
- they learnt about this later on and further more this was mainly spent by the in-law's family;
- they received one small shares of this money. During that hour of crisis the parents of the Spectrum Widows stood by them;
- those who returned back to natal home had at least one parent alive to go back to;
- most of them went back almost right away, as there was no warmth from in-law's family. Noticeably the financial condition of the natal family of these women showed to be better than that of the in-law at the time of the interview;
- there were FOUR Spectrum Widows who moved to live independently;
- they had lost both the parent's shadow from over their head and, finally,
- only ONE Spectrum Widow had an exceptional case where she inherited property from her child-less grandaunt-in-law and remained within in-law's premises. The other Spectrum Widow who remained within in-law's vicinity explained her parent's financial status was worse than the in-law. In this context, she mentioned:

... In-laws scorn me and mother-in-law tries to throw me out to get the place where I am currently residing. My elderly parents will soon be dead and gone then, where will I go? Thinking of the future of my daughter I am residing here..." (Spectrum Widow 10)

The Third P_3 : Para

In order to explore the negative consequences derived from this P_3 in the *solution's* compensation process, the Individual Interviews were focused on identifying those circumstances which blocked the Spectrum Widows *mobility*, as an indicator, in the short run, to assess the Spectrum Widows freedom to move around without permission of the proper guardian and, in the long run, to assess its influence on the empowering women processes.

Table 5.62. - Mobility after the Spectrum Disaster

Indicator	Question Mark	Possible Answer	Widow																	%	
			1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.	16.	17.		
AFTER the accident, how would you describe your ability to walk around?	Boolean.	Some problems	Yes	Yes	Yes	No	No	No	No	n/a	Yes	Yes	No	Yes	No	Yes	Yes	No	No		
	Boolean.	Unable to walk at all.	No	No	No	No	No	Yes	No	n/a	No	No	No	Yes	No	No	No	No	No	No	

A breakdown derived from Table 5.61 is as follows:

- The individual interviews revealed that none of them were involved in any “income generating activities³³”;
- FIVE Widows got jobs at the time of their interviews. The remaining were involved in some income generating activities, such as (i) poultry; (ii) cow rearing; and (iii) share cropping. Noting that all the widows, who eventually came into jobs, came on their own gradually after the accident and, finally,
- there were others looking for jobs expressed:

“...Compensation money depended on others but earning from a job would depend on their performance...” (Spectrum Widow 3, Comment # 25)

The Fourth P₄: Purdah

The Fourth P₄ – Purdah- did not imply using veil to cover women’s head. Purdah meant something more than mere covering women from outsiders.

Table 5.63.- Spectrum Widows understanding the meaning of Purdah

Indicator	Question Mark	Possible Answer	Spectrum Widow															%			
			1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.				

³³ Noting that Friendship designed project mainly focuses on income generating activities.

What do you understand by the term Purdah?	Simple.	Text.	I don't know the meaning of Purdah.	Purdah is prestigious in our religion.	It is part of my religion.	n/a	...Wearing Hijab, living disciplinary and pray regularly...	n/a	...It is good...	n/a	...Wearing borkha, self restriction from crime...	n/a	Yes	"Purdah safes someone physically and mentally..."	...I like to observe it..."	... It means to avoid myself from the outside male members..."	... Purdah is good part of the good tradition of my country..."
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Table 5.64.- Other Purdah implications in the Spectrum Widows lives

Indicators	Question Mark	Possible Answer	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.	16.	%
Do you think Purdah is a symbol of protection/security for a widow at community level?	Simple	Boolean. Text: "... Yes/No..."	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes. "... It for safety..."
Do you think that the Purdah norms protect the widow with honour, attention, respect and modesty in the community?	Simple	Boolean. Text: "... Yes/No..."	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes
Do you think that the Purdah norms act allow for widowed by maintaining, preserving and retaining rituals and tradition of society?	Simple	Boolean. Text: "... Yes/No..."	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	No	Yes	No	Yes	Yes	Yes
How?	Simple.	Text	Don't know.	Don't know.	Don't know.	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Traditionally.

It means the total control of women’s life and attitude according to the expectation of Society.

However, as disclosed in Table 5.64 above, most respondents understood the concept of *Purdah* as a veil, and a few of them gave a good definition of this concept:

Table 5.65. -Spectrum Widows’ definition of Purdah

Indicator	Question	Spectrum Widow														%	
		1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.		15.
Why do you voluntarily observe Purdah?	Simple	“... Its safe her...”	“... Purdah is prestigious in our religion and my husband wish to using Burka...”	“...Religious part...”	n/a	n/a	Yes	n/a	Yes	No	“...In our religion it is good and ensure my security...”	Yes	“...I like it very much...”	“...I observe Purdah voluntarily in good respect to Islam...”	Yes	“... It is for my best...”	

Spectrum Widows were blamed by most of death of her husband. Again many blame that she is woman of a bad character and has *eaten up* her husband for the greed of another man.

Others considered the consequences derived from the accident become a social stigma and a misfortune as it was revealed from Table 5.66 below:

Table 5.66.- Purdah and widowhood.

Indicators	Question Mark	Possible Answer	Spectrum Widow														%									
			1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.		15.	16.	17.						
Are you considered to be an “ill omen” when you enter a house or attend some functions like engagement, marriage, pooja, etc.? Did you feel excluded?	Free	Yes Can you give an example of what happened to you:	Yes	No	Yes	Yes	“...Depriving from occasional gift...”	No	Yes	No	Yes	Yes	“... Feel unhappy myself...”	“...Nobody wants me in any ceremony...”	No	Yes	“...I can’t attend any social function...”	Yes	“... Refused to attend cousins marriage...”	Yes	“... Colourful clothes and nose pins...”	Yes	“... Milad-nahafl...”	Yes	“... Small fish...”	
	Free	Yes specify:	No	No	Yes	Yes	“... Jewellery, glass and bangles mainly...”	No	No	No	No	No	“... Restricted to attend in wedding ceremonies...”	“... Avoid every Jewellery...”	Yes	“... Social Customs...”	Yes	“... Milad-nahafl...”	No	“... Put off ornament in my nose...”	Yes	“... Relatives ceremony...”	No	“... Milad-nahafl...”	Yes	“... Put off ornament in my nose...”
	Free	Yes specify:	No	No	No	No	“... Small fish...”	No	No	No	No	No	“... Avoid every Jewellery...”	“... Nobody wants me in any ceremony...”	Yes	“... Social Customs...”	Yes	“... Milad-nahafl...”	No	“... Put off ornament in my nose...”	Yes	“... Relatives ceremony...”	No	“... Milad-nahafl...”	Yes	“... Put off ornament in my nose...”

People usually did not welcome them to social ceremonies, issue observed by Bhandani (1994) while working with women’s development activities among rural women, in tribal areas (Harijan colonies) where Widows were considered *ill omen* when they entered any house or participated in any function like engagement, marriage, *pooja* were going on, their shadow was also considered inauspicious.

They were debarred, as the Spectrum Widows, from wearing jewellery, coloured clothes, flowers *mehdi*, *bindi*, and glass banel

E1. - Data to assess resilience of Spectrum Widows

Table 5.67 below summarizes the conclusions drawn from interviews with the Spectrum widows at Bangladesh's Caritas headquarters (July 2010), as a result of the second round of compensation payments to Spectrum Widows.

Table 5.67. - Individualized Analysis by Spectrum Widow.

Ps	Key Indicator.	Widow 1.	Widow 2.	Widow 3.	Widow 4.	Widow 5.	Widow 6.	Widow 7.	Widow 8.	Widow 8.	Widow 10.	Widow 11.	Widow 13.	Widow 14.	Widow 15.	Widow 16.	Widow 17.
P ₃	Widow's Age	30	27	25	30	35	33	21	26	32	26	21	30	30	43	23	40
P ₁	Age at Marriage	18	21	15	17	18	25	15	18	16	16	16	23	18	12	17	15
P ₁	Marriage Time	12	6	10	13	17	8	6	8	16	10	5	7	12	31	6	25
P ₁	Registration of Marriage	Yes	Yes	Yes	Yes	Yes	Yes	No information it means No)	Yes	Yes	Yes	Yes	Yes	N/A	No	No information	No information
P ₁	Muslim Family Law (i.e. Inheritance and Children Custody)	I do not have any information about it	I do not have any information about it	"...I do not have any clear idea about it..."	"... No idea about the Law..."	"...I do not have any information..."	"...I know very little..."	"...I do not have any information..."	"... I know a little bit..."	"... I do not have any knowledge..."	"... I do not have any idea..."	"... I do not have any idea..."	"... I do not have any idea..."	"... I do not have any idea..."	"... I do not have any idea..."	"... I do not have any idea..."	"... I do not have any idea..."
P ₁	Dowry Knowledge	It was the precondition of my marriage.	I am a victim of Dowry.	"...I have a little idea about it..."	"... I personally disagree to this custom..."	"... I do not support it..."	"...I oppose Dowry..."	"...Its harmful..."	"... I know about it..."	"... I know about it but did not pay any Dowry to my husband..."	"... It is harmful for family..."	"... I know about it..."	"... I experienced it..."	"... I do not like it..."	"... It is punishable offense..."	"... It is punishable offense..."	"... I think that it is illegal..."
P ₄	Purdah Exposure	it is good for women and I support it	Its good safe and religious	"...I know it and support it..."	"... Purdah helps to move safely..."	"... It is good for safety..."	"...It helps me to move safely..."	"...I know about it..."	"... I has an idea..."	"... I support it..."	"... It means veil/ nor-kha..."	"... I do not have any information..."	"... I have good knowledge..."	"...I do not have any idea..."	"... It is good for safety..."	"... It is a good practice..."	"... It helps for safety..."
P ₁	Shalish Knowledge	"...I did not experience it..."	I don't have any idea	"... I did not experience recently..."	"... I do not have any information..."	"...I do not have any clear idea..."	"... I have an idea about Shalish but I did not experience it..."	"... I do not know much about it..."	"... I have an idea..."	"... I do not have any idea..."	"... I have an idea..."	"... I know about Shalish..."	"... I did not experience..."	"... I do not have any idea..."	"... I do not have any idea..."	"... I do not have any idea..."	"... I do not have any idea..."
P ₃	Address	Chondona Baisha, Bogra.	Chuhat, Dhamrai, Dhaka.	Sarjon Kanda, Rajbari.	Kallayna.	Esorkandi, Ashulia (Dhaka)	Batiakamari (Jamal Pur)	Tal-aknagar (Manik-gong)	Dariapur (Rajshahi)	Mono-harpur (Jhainaidah)	Kodomtoli (Comilla)	Talik-karipur (Gaibandha)	Hatash Haripur (Kustia)	Kaulipara (Tangail)	Palash Bari (Tangail)	North Pathaliya (Tangail)	Bethgana (Gaibandha)
P ₃	Housing Conditions	Normal	No Information	Normal	Very Normal	Not good	Congested	No information provided to the interviewers	No information	Normal	Congested	Very Normal	Quartered	Congested	Congested	Congested (Slum)	No information
P ₃	Support from Kin/ Neighbour	Sometimes	No	Sometimes	Not mentioned	Sometimes	Never	Sometimes	Sometime	Always	Never	Never	No	Never	Never	No	Sometimes
P ₃	Widow's Education Level	Class Two	Class Ten	Class Nine	Secondary	Class Seven	Class Two	Class Five	Class Eight	Illiterate	Primary	Primary	Class Eight	Secondary	Illiterate	Class Eight	Class Five
P ₄	Occupation	Housewife	Garments Worker	Housewife	Housewife	Worker of BATA Shoe	Housewife	Housewife	Seamstress	Unemployed	Garment Worker.	Housewife	Unemployed	Housewife	Housewife	Garment Worker	Housewife
P ₂	Family Income	18,000	6,000	8,000	13,000	2,200	4,000	13,000	5,000	2,900	3,000	8,000	3,000	1,500	5,000	5,000	2,000
P ₂	Family Expenditure	500	10,000	3,000	15,000	5,000	5,000	11,000	10,600	2,700	3,500	1,500	3,000	3,000	1,500	10,000	4,500
P ₂	Family Income and Expenditure Gap	17,500	-4000	5,000	-2000	-2800	-1000	2,000	-5,600	200	-500	6,500	-	-1,500	3,500	-5,000	-2,500
P ₂	Head of Household	Male	Male	Female	Male	Male	Male	Male	Male	Male	Male	Male	Male	Female	Female	Male	Female

P ₄	Number of Children	2	-	1	2	1	2	-	1	2	1	1	1	1	3	1	2
P ₄	Sex of Children	Sons	No Children	Girl	Girls	Son	Sons	No Children	Girl	Son and Girl	Girl	Son	Girl	Son	Two Sons and Girl	Son	Sons

Based on Table 5.67 above, I classified the resilience capability of the Spectrum Widows within the two following *categories*, according to the mean value of *Purdah Questionnaire* responses (Licker Scale) weighted with the mentioned correction factors (1-5) described in Chapter 4:

- Spectrum Widows at *IMMEDIATE EXCLUSION RISK* (response weighted mean value above 3) and
- Spectrum Widows at *NO IMMEDIATE EXCLUSION RISK* (response weighted mean value below 3)

Table 5.68. - Spectrum Widows’ classification based on Purdah Questionnaire Responses’ weighted mean value

Spectrum Widow’ s code	Average	Risk Assessment
1.	2.4	Low
2.	2.6	Low
3.	2.6	Low
4.	2.8	Low
5.	2.8	Low
6.	2.8	Low
7.	2.8	Low
8.	2.9	Low
9.	3.0	Low
10.	3.1	High
11.	3.1	High
12.	3.2	High
13.	3.2	High
14.	3.2	High
15.	3.3	High
16.	3.5	High
17.	3.5	High

Finally, in order to contrast results derived from Table 5.67 above and support the need to protect groups at higher risk of exclusion, I conducted a third individual interview with Spectrum Widows (July 2010) aimed at studying existing correlations, high exclusion levels (weighted mean less than 3) and free access and enjoyment of similar compensations granted during the last five years after the collapse of the Spectrum factory.

To this purpose, I used as a reference the access level of Spectrum Widows to the different relief schemes provided by other International Buyers through the Friendship Relief Scheme (See Chapter 3).

The conclusion arrived at –limited access of groups with values below 3 to funds awarded- supported the third proposal of the Thesis which established the need to protect groups at higher risk of exclusion through experienced Civil Society representatives.

Table 5.69.- Detailed Analysis of Spectrum Widows' risk/exclusion families and free compensation utilization

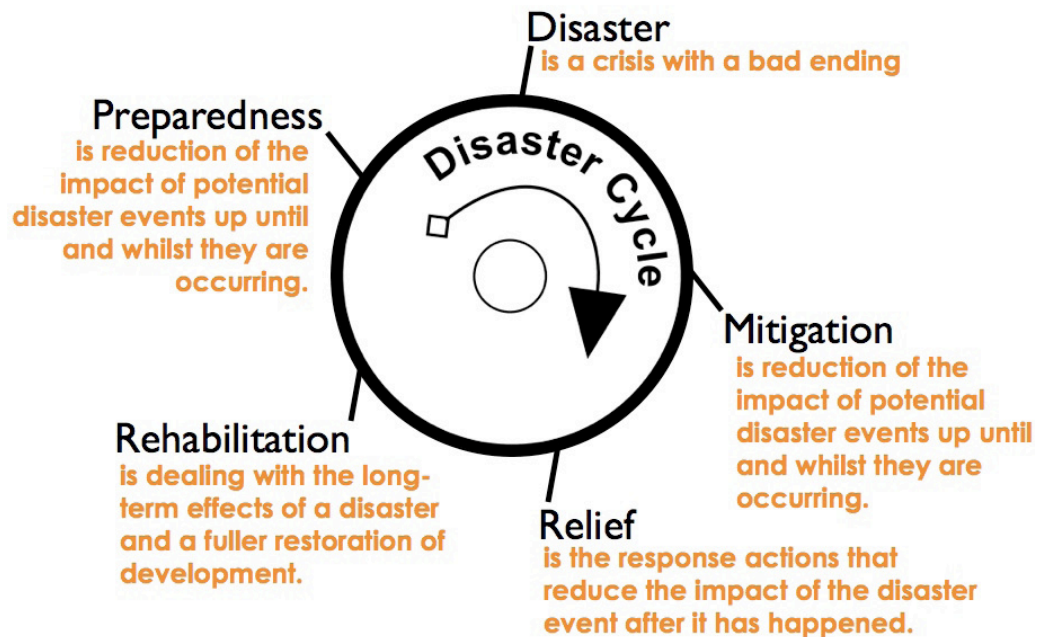
Widow's Name	Average	Risk Assessment	Access to Compensations	Widows' Comments
1.	2.4	Low	Yes	
1.	2.6	Low	Yes	"...I live with my parents, and I have no good source of income and wish to work outside for my livelihood..."
1.	2.6	Low	Yes	"... I am aware of my rights and want my children to have a nice and safe future..."
1.	2.8	Low	Yes	"... I wish to save the money in a bank, so that my child and I can have a better future..."
1.	2.8	Low	Yes	"... I live with my brother's family and never feel lonely, but I worry about my children's future..."
1.	2.8	Low	Yes	
1.	2.8	Low	Yes	
8.	2.9	Low	Yes	
9.	3.0	Low	No	No access. "... I live on the money earned by my brother and father..."
10.	3.1	High	No	
11.	3.1	High	No	"... My in-laws took the compensation given to me by FRIENDSHIP, but I am still in good terms with them..."
12.	3.2	High	No	"... I feel very insecure for my future life and my child..."
13.	3.2	High	No	"... I had to change my name becoming BEWA from BEGUM after my husband's death..."
14.	3.2	High	No	"...I got cash from FRIENDSHIP and a sewing machine, but the sewing machine was taken by my in-laws..."
15.	3.3	High	No	"...I experienced a very miserable life and have no other source of income or monetary help..."
16.	3.5	High	No	"...I am aware of my Rights and want my children to have a nice and safe future..."
17.	3.5	High	No	"...I live a very miserable life in a slum and have no social or financial support..."

Chapter 6. - Conclusions

6.1. UPGRADING THE SPECTRUM ACCIDENT TO THE DISASTER CATEGORY.

As noted in Chapter 1, by characterising the Spectrum accident as a Disaster, I was able to formulate, first, an intervention based on the “Disaster Cycle” phases described by Freks¹ et al (1995), and von Koytze and Halloway² (1996), as shown in the chart below.

Figure 6.1. - Disaster Cycle



And second, conclusion drawn from this Thesis indicates that managing a workplace accident/*Disaster* at a production facility involved in an International Buyer’s Supply Chain in an LDC on the basis of the aforementioned *Disaster Cycle* (see chart 6.1. above) provided a knowledgeable map both to guide the construction of a holistic *relational solution* and to identify, applying a broad notion of *Social Capital – Stakeholder Social Capital*, the key social partners –*primary* and *secondary* stakeholders– whose engagement would prove essential to relationally handle the *solution’s* steps, namely:

- Ex – ante Response actions, including:

1. Relief Programs.- Those designed, in the short run, to reduce the impact of the factory collapse immediately after it happened (i.e. *the Spectrum Emergency Relief Scheme*) and, specifically, to help those most vulnerable groups to enhance their ability to absorb impacts by guarding against or adapting to them (UNEP³ 2002: 426) and, simultaneously, (in the long run), to start a gradual *Trust-building process* among all stakeholders by engaging them in increasingly complex programs -specifically, through the *Spectrum Emergency Relief Scheme*.

1 Freks, G.E.; Kiest, T.J.; Kirkby, S.J.; Emmel, N.D.; O’Keefe, P. and Convery, I. (1995) A Disaster Continuum? *Disasters* 19: 4 pp 3236-366

2 von Koytze, A. and Halloway, A. (1996) *Reducing Risk: Participatory learning activities for disaster mitigation in Souther Africa*. Geneva ICRC

3 UNEP 2002 *Global Environment Outlook 3: past, present and future perspectives*. London: Earthscan.

2. *Recovery Programs*.- Instituting social investment programs jointly designed by all *primary* stakeholders to restore living conditions for the most vulnerable groups by means of (i) a *Fact Finding Mission*; (ii) *the Scale* and (iii) *The Spectrum Actuarial Scheme*.
3. *Rehabilitation Programs*.- Dealing with the longer term effects of the negative consequences of the factory collapse and a fuller restoration of the Widows lives, especially those related to promote the role of the *Spectrum Widows Agency* in their communities of residence, specifically through *The Purdah Project*.
4. *Preventive actions* which also included:
 - a. *Mitigation Programs*. Those focusing on reducing the impacts of potential labour *Accidents/Disasters* up until and whilst they are occurring, specifically, through *RMG Safety Nets* for the RMG Sector in Bangladesh.
 - b. *Readiness Programs*: Being ready for similar labour *Disasters* in the near future through having an adequate level of development in *Disaster Reduction*, specifically, through *The Bangladesh Welfare Act (2006)*.

6.2. ADDRESSING THIS DISASTER AS A SOCIAL EVENT.

A third conclusion drawn from this Thesis indicates that addressing the Spectrum Disaster as a social event (Quarantelli⁴, 1986) implied:

- *building a social solution based on the social relationship* notion described by Donati⁵, P. (2006: 14) as a symbolic, intentional reference connecting parties as the ties among them are updated or forged –that is, interactive bonds that serve as a basis to build the *relational solution* posited by the Thesis;
- *developing a network-based intervention solution* that, according to Donati⁶, P. (2006: 100), did not only prove that, before the Disaster, all stakeholders –network nodes- were interconnected –that is, maintained referential links among them- but also that the “nodes” had forged relationships that provided a foundation on which to build the mentioned *solution*.

In other words, the relationships built by INDITEX with its *nodes* in the so-called *Bangladesh Cluster* served as the “initial driver” that paved the way for subsequent *Trust-building processes* both with closer, *primary*⁷ stakeholders and more distant, *secondary stakeholders*, with whom the company maintained indirect relations.⁸ Conversely, the absence of these relationships prevented other primary stakeholders to partake in the *solution-Trust building process*.

In short, this novel approach to manage the complex consequences following the Spectrum factory collapse made it clear that the networks built by stakeholders did not only include a number of actors that had maintained contacts before and immediately after the *Disaster*, but also

4 Ibid.

5 Donati, P. (2006) *Repensar la Sociedad. El enfoque relacional*. Ediciones Internacionales Universitarias. Madrid

6 Donati, P. (2006) *Repensar la Sociedad. El enfoque relacional*. Ediciones Internacionales Universitarias. Madrid

7 Before the crisis, INDITEX's CSR Department had embarked, through the Bangladeshi Cluster, intense efforts to implant its two corporate standards -*Tested to Wear* (Compliance) and *Clear to Wear* (Health and Safety).

8 Before the Disaster, as part of its CSR strategy, INDITEX had engaged in social investment programs with a number of social partners and Civil Society representatives (like *Cáritas Bangladesh*).

featured mutual social relationships that, because of their “*quality*”,⁹ could serve as a basis to build a sustainable *solution* to address this crisis. This was the contribution made by this Thesis to both Academic studies and business best practices.

6.3. BUILDING THE SOLUTION ON THE NOTION OF STAKEHOLDER SOCIAL CAPITAL.

Addressing the crisis following the Spectrum factory collapse with an approach based on the above-mentioned social relationship and its quality implied focusing the intervention on a broad notion of Social Capital - Stakeholder Social Capital- previously developed among stakeholders present at the scene.

In other words, this approach required a *solution* based on a concept that, while initially characterised as diffuse by Academia (see Chapter 3), had been later described by Garriga, E¹⁰ (2009) as “... *the goodwill available to individuals or groups. Its source lies in the structure and contents of the actor’s social relations. Its effects flow from the information, influence and solidarity it makes available to the actor...* Thus, I was able to justify the first Thesis proposition:

“... Approaching the complex scenario where the crisis derived from the Spectrum factory collapse unfolded requires the design of a multi-stakeholder and relational intervention strategy...”

This also made it possible to elaborate an intervention strategy that hinged on the four *Dimensions* of the *solution -Intensity, Rules of Reciprocity, Meta Purpose and Contribution to Human Society* .

These four *Stakeholder Social Capital Dimensions* provided the suitable benchmarks to effectively identify key *primary* stakeholders in order to initiate the trust-building process and to *relationally* design the instruments needed to build the *solution*, as noted in Table 6.1 below.

Table 6.1.- Breakdown of the level of compliance of the four Dimensions of Stakeholder Social Capital by all primary stakeholders prior to the Spectrum Disaster.

	<u>Carrefour.</u>	<u>Kardstadt Quelle.</u>	<u>Cotton Group.</u>	<u>Scapino.</u>	<u>INDITEX.</u>	<u>ITGLW and its Local Trade Union Federated.</u>	<u>Clean Clothes Campaign.</u>	<u>Other Local Civil Society Actors.</u>
Carrefour.	N/A.	Low.	High ¹ .	Low.	Low.	Low.	Low.	Low.
Kardstadt Quelle.	Low.	N/A	Low.	High ² .	High ³ .	Low.	Low.	Low.
Cotton Group.	High.	Low.	N/A.	Low.	Low.	Low.	Low.	Low.
Scapino.	Low.	High.	Low.	N/A.	Low.	Low.	Low.	Low.
INDITEX.	Low.	High ⁴ .	Low.	Low.	N/A.	High.	High.	High.
ITGLW and its Local Trade Union Federated.	Low.	Low.	Low.	Low.	High.	N/A.	High.	High.
Clean Clothes Campaign.	Low.	Low.	Low.	Low.	Moderate.	High.	N/A.	High.
Other Local Civil Society Actors.	Low.	Low.	Low.	Low.	Moderate.	High.	High.	N/A.

The data drawn from Table 6.1 reveal the relationships existing immediately after the Spectrum factory collapse and illustrate *primary* stakeholders’ disposition to partake in the *solution* process –with green cells indicating close relationships, and red pointing to lacking or low-intensity relationships.

9 As measured on the basis of the four Stakeholder Social Capital dimensions described by Garriga, E. (2009): Intensity, Reciprocity Norms, Meta-purpose Goals and Contribution to Human Society.

10 Ibid.

This colour-coding segmentation helped me to understand the “primary causes” that justified individual stakeholders’ intervention strategies (see Table 6.2).

Table 6.2.- Intervention strategies of primary stakeholders

		Carrefour.	KarstadQuelle and German International Buyers (BSI)	INDITEX.
INVOLVING STAKEHOLDERS IN CRISIS MANAGEMENT FROM ITS EARLY BEGINNING.	GENERAL STRATEGY.	<ul style="list-style-type: none"> No. <p>From the beginning, crisis management was based on hub-and-spoke relations among stakeholders⁵.</p> <p>From the early beginning, Carrefour tried to prevent an ITGLW intervention in Carrefour’s Supply Chain⁶ (strategy approved by UNI⁷)</p>	<ul style="list-style-type: none"> No. <p>At the beginning, a multi-stakeholder relational strategy was pursued with “some reservations⁸.”</p> <p>These stakeholders joined the three “International Buyers’ Missions” and made a temporary, political commitment to participate in the solution and compensate all potential beneficiaries based on International Insurance Standards.</p> <p>At the end (after the Third International Buyers’ Mission was completed), these stakeholders adopted a two-fold approach: (i) combining hub-and-spoke relations with international and local civil society actors, and (ii) limited, short-term relational efforts with the other (German) international Buyers involved in the Spectrum Disaster.</p>	<ul style="list-style-type: none"> Yes. <p>Since the beginning, INDITEX adopted a relational and multi-stakeholder strategy that focused on facilitating the engagement of ITGLWF in the three International Buyers’ Missions and the involvement of FITEQA-CCOO, including fluent dialogue with SETEM (Spanish CCC).</p> <p>At the end, INDITEX was involved in leading local Trade Union at grass roots level.</p>
INVITATION TO PARTICIPATE IN THE SOLUTION TO THE PRIMARY STAKEHOLDERS INVOLVED.	FACTORY OWNER.	<ul style="list-style-type: none"> No. <p>The Carrefour’s intervention strategy performed through the SAVAR GARMENT REHABILITATION PROJECT (SGRP) did not include any Spectrum Factory owner’s participation.</p>	<ul style="list-style-type: none"> No. <p>The German International Buyers followed the FAST TRACK RELIEF SCHEME (FTRS) experience and, consequently, did not include any Spectrum Factory owner’s participation.</p>	<ul style="list-style-type: none"> Yes. <p>Since the beginning, the three International Buyers Missions led by ITGLWF and INDITEX tried to involve the Spectrum Factory Owner to the solution’s compensation process and, specifically, in the following activities:</p> <ul style="list-style-type: none"> - complete list to the Spectrum deceased workers⁹; - complete list of Spectrum workers; - gather beneficiaries information¹⁰ (i.e. siblings and dependants); - outstanding wages and unpaid overtime¹¹; - maintain the employment of workers¹²and, finally, - due to his financial situation, the Factory Owner could not join the solution’s team.
	BGMEA.	<ul style="list-style-type: none"> No. 	<ul style="list-style-type: none"> No. 	<ul style="list-style-type: none"> Yes. <p>It early passive involvement became more active after BGMEA’s Board election (2009), leading to the solution compensation payments made at BGMEA’s offices, in front of Bangladesh’s Labour Minister as well as BNC and NWGF representatives.</p>
	BNC.	<ul style="list-style-type: none"> No. 	<ul style="list-style-type: none"> No. 	<ul style="list-style-type: none"> Yes. <p>BNC, as an ITGLWF affiliated Trade Union organisation, worked with INDITEX, serving as ITGLWF representative in Bangladesh, liaison with the Government and other Trade Union networks operating in the accident’s arena, and a member of the “Fact Finding Mission” (see Chapter 4).</p>
	INCIDIN.	<ul style="list-style-type: none"> No. 	<ul style="list-style-type: none"> No. 	<ul style="list-style-type: none"> Yes. <p>This stakeholder was necessary to build Trust-based relations between BGMEA and local Trade Unions.</p>

	LOCAL GOVERNMENT.	• No.	• No.	• Yes Ministries of both Governments played an active role in the whole process.
INVITATION TO PARTICIPATE IN THE SCHEME'S MANAGEMENT TO THE SECONDARY STAKEHOLDERS (CIVIL SOCIETY ACTORS)	CCC/NGWF ¹³ .	No.	No.	• Yes. By engaging SETEM/ CCC to join Spectrum crisis team from inception, to review injured groups (categories I to IV) and their corresponding compensations, as well as to review and approve the calculation Actuarial Scheme used by a team of independent actuaries ¹⁴ recruited by CCC in Australia to calculate compensations for injured and deceased workerS
CONCLUSION.		No relational strategy.	No relational strategy.	Relational strategy in place.

Finally, the conclusions drawn from Tables 6.1 and 6.2 also helped me justify the *second Thesis proposition*, which stated that: “...Developing tools to manage the crisis derived from the Spectrum accident in the complex Disaster scenario where it unfolded calls for the exclusive engagement of the primary stakeholders involved...”

6.4. THE ROLE OF PRIMARY STAKEHOLDERS AND ITS CONSEQUENCES IN MANAGING THE SOLUTION

6.4.1. The new role of Local Trade Unions after the factory collapse.

The Spectrum *Disaster* also led to significant developments in trade unionism. In October 2007, as a result of the intensive collaboration on the mechanics and implementation of the *solution* with local and International Trade Union Leaders, I, as global CSR Director, realised the value of *global social dialogue* with the International Textile Garment and Leather Workers’ Federation and entered into a formal *International Framework Agreement (IFA)* with the mentioned global Trade Union¹¹.

At a local level, as already mentioned, officers of the Bangladesh National Council of Textile Garments and Leather unions affiliated to the ITGLWF had already engaged in a groundbreaking *Tripartite Fact Finding Mission* with representatives of the BGMEA and local NGO researchers to determine the socio economic circumstances of the Spectrum victims in 2006.

With the coming to power in 2008 of the pro-trade union Awami League, the *solution* began to get official support.

Thus, when I performed at ITX’ corporate offices the penultimate payment before my resignation as a CSR Global Leader of INDITEX (July/August 2010), the event hosted by the BGMEA and attended by the Rt. Honourable Khandker Mosharraf Hossein, Minister for Labour and Employment, signalling the beginnings of a tripartite approach to the question of industrial *Disaster* and accident management, including a draft protocol for the RMG fixing an industrial liability insurance premium for BGMEA members and enhanced compensation scheme including a pension for lost earnings dependants of industrial *Disaster* victims.

11 Global social relations and the limits and possibilities of transformative CSR in outsourced apparel supply chains: the case of the Inditex IFA. In Kostas Papadikis (ed.) (forthcoming) Practices and Outcomes of an Emerging Global Industrial Relations Framework, ILO/Palgrave

6.4.2. RELIEF PROGRAMS

The second Thesis proposition was also validated by *primary* stakeholders’ behaviour immediately after the factory collapse in managing the Spectrum Relief Emergency Programs.

Thus, Table 6.3 below shows that the greater *Intensity*, *Reciprocity Norms* and *Meta-purpose goals* shared by *primary* stakeholders before the *Disaster*, the better the response to demands for help by wounded and unemployed workers as well as deceased workers’ relatives.

Table 6.3.- Temporary Emergency Relief Programs by International Buyer.

	Carrefour.	KarstadQuelle and German International Buyers (BSCI) ¹⁵	INDITEX.
TEMPORARY EMERGENCY RELIEF PROGRAMS.	No.	No.	Yes. Based on the Spectrum workers’ needs assessment performed by local Trade Unions (BNC and NGWF, mainly), ITGLWF, Union Federated, INCIDIN and INDITEX jointly designed and implemented an “ <i>Emergency Relief</i> ” ³ which included, among others:
Amount.	0 Euros.	0 Euros.	35,000 ¹⁶ Euros.

6.4.3. RECOVERY PROGRAMS

The Second Thesis Proposition was also validated by the conclusions derived from the *Trust accumulation processes* developed by all *primary* stakeholders and, specially, through:

a. The Fact Finding Mission

Whilst the fundamental purpose of the *Fact Finding Mission* (See Chapter 4) was put together an independent *Tripartite Team* (comprised by representatives of Third Sector, Trade Unions and Entrepreneur Associations) to retrieve data from the villages of the deceased, Neil Kearney (ITGLWF) saw this as a unique opportunity for members of the BNC to develop relations (building *Trust* among the stakeholders) with the BGMEA¹² and, following his words:

“... *The Fact Finding Mission* was INDITEX’ s first major project by CSR it allowed to the CSR Department and ITGLWF to begin to build a mature “*Social Dialogue, specifically in those areas related to training*”¹³ and *Conditions of Work and Life, especially those related to Safety and Health*”¹⁴...”

In fact, the *Fact Finding Mission* was a really example of a *process of accumulate Trust* between the *primary* stakeholders, met all criteria for sustainable partnerships as detailed in the mentioned *ILO Tripartite Declaration*:

- fostering of mutual understanding between all *primary* stakeholders;
- participation in the form of tripartite teams;
- transparency in agreement on the terms of reference for the data mining gathering process and, finally,

¹² Interview with Neil Kearney February 6th 2009.

¹³ ILO Tripartite Declaration of Principles concerning Multinational Enterprises and Social Policy. Paragraphs 29-32

¹⁴ Op cit Paragraphs 37-40

- social responsibility in identifying an end purpose for the data.

Additionally, this exercise proved all stakeholders involved to be a unique learning process in which the teams jointly minimized and resolved some of the problems they faced in data retrieval in a complex scenario where:

- the families of the deceased Spectrum workers and many of those injured were scattered in villages across Bangladesh and each of these had to be visited to compile the profiles, including details of dependent relatives and the extent of the disability of those injured and
- since written records are not always kept in rural Bangladesh, much of the information gathered would have to be cross-checked with local officials.¹⁵

It can be said that the *Fact Finding Mission* was the first comprehensive tripartite data collection experience in Bangladesh after an accident like Spectrum and it constituted, by itself, a simple and practical example of a *partnership approach* in joint data collection in a very complex *spider labour web* where *Social Dialogue* had been always difficult.

In other words, a good example of *Trust accumulating process* which required from its early beginning to explore partnership experiences with responsible criteria, mechanisms and behaviours that reinforce *Dialogue, Solidarity, Equality, and Moderation*, key issues to articulate the mentioned *Trust* accumulation process between all *primary* stakeholders.

b. *The Scale*

As noted in earlier chapters, the *Disaster* unveiled a legal system for wounded and/or deceased worker protection that dated back to the *British Raj* and, as such, proved unsuitable to provide an adequate response to the consequences of the Spectrum crisis (see Chapter 2) for workers and their families, as the existing legal framework did not meet the criteria of current best practices in the insurance industry.

The *Trust-building process* initiated after the *Fact Finding Mission* offered *primary* stakeholders an opportunity to engage in the *relational* and interactive development of a second project designed to scientifically and independently assess workers' wounds and future physical and mental effects.

In other words, this second project hinged on the creation of an instrument that met the requirements of the first construct of the intervention model set forth by the Thesis (***Disaster = Hazard x Vulnerability***) to execute the *solution*, based on a *rationale* that zeroed in on *valuing human life socially and individually*.

The first principle -*the social value of human life*-, as viewed by Boada¹⁶, B. J. (1996) was however unrelated to this personal consideration, and depended on other external factors which were as different as the economic situation and development of each country, of the personal, labour and family circumstances of each individual, of the future projection thereof, of the safeguard granted by the legal system of the country in question to life per se, inter alia".

¹⁵ An examples of the main problems detected when the four Tripartite Teams carried on their researches were:

The Widows left in their father in law's family home. Consequently, the Tripartite Teams had tracked the women down.

- Lack of Widows Birth information. Since birth registration was not strictly followed
- in rural Bangladesh, it was not possible to record the accurate date of birth of the respondent. By asking the significant incident during their birth year, a tentated date of birth could be recorded.
- Income. Widows were not aware of how much the dead victim had actually earned at the time of the Spectrum *Disaster*.

¹⁶ Boada, J. (1996) El Baremo: una herramienta imprescindible para el seguro del automóvil". CEO of Pelayo. Chairman of the Auto Insurance Technical Committee of UNESPA. *Revista de Actuarios*, December 96/ January-February 97.

To tackle the second tenet –*measuring the individual value of human life*– I was forced to find a consensual *solution* by all *primary* stakeholders, as the Spanish legal system did not contain a specific regulation which might value the compensation to be received when the contractual liability of the entrepreneur was declared in an accident due to having infringed the safety and health measures in the workplace. On the contrary, the Spanish legal system I used as a benchmark for an agreement among all *primary* stakeholders did establish that, in the absence of a system for the valuation of damages which the legal body is obliged to apply, it can choose any one with sufficient grounds, and, in this regard, the system for the valuation of damages caused to persons in “traffic accidents” – the *Scale* - would be used as a technical criterion for the valuation of damages, although the use thereof is not obligatory”.¹⁷

In other words, according to Boada¹⁸, B. J. (1996), it was preferable to grant objective and realistic values, agreed socially, which can face between all vehicle drivers or owners, via the system for the distribution of burdens of the insurance institution, before leaving it to the judgment of what might be determined in terms of assets in each case merely in accordance with the victim's expected future earnings”¹⁹-in this case, it was left up to Bangladesh's Judiciary or the generosity of International Buyers and/or local manufacturers.

Indeed, the *Scale* offered to all *primary* stakeholders involved in this second *solution* a tool to be used in individual injury calculations made, taking into account the monetary and extra monetary circumstances of the damaged party, the compensation of damages caused (See Chapter 4).

Nonetheless, the lack of accurate medical records detailing wounds sustained and their effects for future job performance prevented (i) a rigorous application of the scoring system established by the *Scale* and (ii) the use of a set of tables to determine the compensation for corporal damages as set forth by the aforementioned Spanish system.

Yet, the compensation system applied by the *solution* (four Spectrum injuries categories (I, II, III and IV) (see Chapter 4) not only embodied, per se, a first experience in this field in Bangladesh but also provided all *primary* stakeholders with an opportunity to build (i) new innovation realms to establish a legal compensation system such as this and (ii) a pilot program to create contents for Bangladesh's Welfare Act (2006), especially its Section 5 (see Appendix 7), items 5.c, 5.d. and 5.g, as follows:

- 5.c. *to provide financial assistance to worker specially who is incapable or disabled;*
- 5.d. *to ensure treatment or provide financial assistance to ill worker and,*
- 5.e *to introduce group insurance for the life insurance of worker.*

Finally, to conclude and bearing in mind the limitations described earlier (see Chapter 4), the *Scale* offered an objective and proportional way of *valuing the injuries and effects suffered* by the workers injured in the Spectrum *Disaster* based on series of *points* and, subsequently, converted the mentioned *points* into monetary units (*deflating* the Spanish Minimum Legal Salary into the Bangladeshi one) in accordance with the importance of:

¹⁷ Ruling dated 16 Jan. 2008, rec. 1099/2007, High Court of Justice of Cantabria, Labour Division.

¹⁸ El Baremo: una herramienta imprescindible para el seguro del automóvil” José Boada Bravo. CEO of Pelayo. Chairman of the Auto Insurance Technical Committee of UNESPA. *Revista de Actuarios*, December 96/ January-February 97.

¹⁹ “El Baremo: una herramienta imprescindible para el seguro del automóvil” José Boada Bravo. CEO of Pelayo. Chairman of the Auto Insurance Technical Committee of UNESPA. *Revista de Actuarios*, December 96/ January-February 97.

- the age and components of the family unit of the deceased Spectrum worker, as the case may be;
- the injuries suffered as the result of a traffic accident. In Spectrum case, based on the injuries derived from the factory accident;
- the age of the injured Spectrum worker;
- the structure of the dependent family unit and finally,
- the capacity to be able to re-enter the workplace and, finally,
- in light of the given casuistry, it was also decided to classify the injured persons into the mentioned four Groups (I, II, III and IV) depending on the possibilities of being able to carry out any kind of labour activity again in the future.

c. *The Spectrum Actuarial Scheme.*

As *primary stakeholders accumulated Trust* among them, I was able to engage them in the development of a first compensation Scheme -*The Spectrum Actuarial Scheme* (hereinafter, the *Scheme*)– that followed current International Insurance Standards at a production plant participating in the Supply Chain of a major textile International Buyer in an LDC.

The *Scheme* should be interpreted as a new paradigm of intervention in the field of CSR in factories which comprise the International Buyers' Supply Chain in LDC (i.e. Lesotho and Cambodia) and, consequently, from the entrepreneur point of view, key to guarantee their business model sustainability in these complex scenarios and, from the crisis managing process, also key to address the negative consequences arising from situations of this kind in the future because the *relational approach* developed by the *solution*, included the following decisive key factors:

- first, there was the total and absolute lack of any precedent whatsoever in these kinds of insurance compensations to the victims of labour Accidents/*Disasters* in countries where due to low labour costs (i.e. Bangladesh and Cambodia), corporations from the OECD zone are supplied with the goods necessary for them to carry out their businesses;
- second, the endemic indifference which has been caused by this type of Accidents/*Disasters* and its victims, helped by the passivity of Western society in this regard, had an effect on the total lack of depth in the setting up of efficient procedures for establishing rapid and effective aid to their victims.

For the reasons given above, merely proposing that the aforesaid voluntary compensations be established for the Spectrum injured workers and the families of those deceased, is both (i) a technical and (ii) a methodological challenge, in which all the possible ways of resolving the problems which arose, were totally unexplored;

- third, it was determining the *proportionality* and *sufficiency* of the compensation amounts to the potential *Scheme* beneficiaries (i.e. injured workers and the families of those deceased), consisting of pensions and amounts at *single capital* following the *International Insurance Best Practices*, given that the aforesaid mounts, as a fundamental principle, would have to be: (i) *fair*, (ii) *proportional*, (iii) *sufficient* and (iv) just for the mentioned Scheme' s beneficiaries, and should not enrich any of them *unfairly or improperly*.

Thus, the purpose of the compensations derived from the *Scheme* should be, among others:

- to mitigate the pain from the loss of a loved one, basically compensating the injured workers through the Lump Sum Payments contributions based on the Spanish *Scale* and,
- to provide *sufficient* help so that the unit of economically dependent persons might subsist until either the injured victim or deceased family member were to find another way to obtain income;
- fourth, its global applicability consists not so much in the actuarial methodology applied, which is simply a method applied in accordance with:
 - *Embedded Value Technique Valuation Principles*, or
 - the *Actuarial Adjustment of the Future Cash Flows Expected in the operation*.

Nevertheless, the real innovation in the method is the form in which the compensatory pensions and amounts are calculated for the victims, based on a valuation by *points* of the effects and injuries caused to the Spectrum injured workers, and adjusting it to the real purchasing power of the country in which the aid will be applied. Therein lies the generic or global characteristic of its application.

Naturally, the Thesis was aware that there could be another kind of methodologies applicable to manage the negative consequences of the Spectrum *Disaster* in the lives of the injured workers and the families of those deceased, the details of which are unknown, and I thus believe that I can assert that with the methodology applied to the present case of Spectrum, it was the most appropriate precedent for the economic valuation of aid to injured workers of labour accidents caused in the factories of developing or underdeveloped countries, and I believe that it was perfectly fitting to be applied in such exercise;

- fifth, it was *checking and monitoring the process by independent third parties*, which consisted of another security factor in respect of the value and appropriateness of all the processes and methodologies applied to the mentioned Spectrum compensations.

Specifically, for the valuation of voluntary compensations, the calculation process thereof was subject to an independent actuary contracted by the *Clean and Clothes Campaign*, which validated both the reasonability of the amounts agreed, and the process for the calculation of the current actuarial values of the agreed pensions, and the process for the calculation of the current actuarial values of the pensions agreed, and the application of the *Scale* as a way of economically valuing the persons deceased and injured in the Spectrum *Disaster*.

- Finally, the *solution* - the Spectrum Voluntary Relief Scheme - was, *per se*, a *solution* to be executed –albeit with limitations- in other accidents/*Disasters* occurring at production plants engaged in International Buyers' Supplier Chains in other LDCs, which:
 - do not have a regulation on these kinds of compensation;
 - have suitable legislation in place but lack the necessary actuarial tools (as was the case of the new *Bangladeshi Welfare Act (2006)* (see Appendix 6);

- there are not actors obliged to carry them out (the actual compensations available from BGMEA are voluntary based);
- this kind of regulation exists (such as Bangladesh), but either because of weak administration, or because economically are not viable, or for any other reason, ultimately it is thought that this aid would never reach the victims, and if it did arrive, it would be through inadequate channels and in insufficient amounts and, finally,
- their degree of economic development does not allow them to furnish the necessary means for them to be compensated economically, for them to be inserted on the job market insofar as it is possible, and to give them all the medical-psychological support to *cope* with the possible effects caused to them by this kind of catastrophe.

d. *The Revised Spectrum Scheme (RSS)*

Initially, the first *Scheme* mentioned above (Seealso Chapter 4) included compensation based on pre-established amounts which had been initially set for the relatives (i.e. Spectrum Widows and their children), who were economically dependent on each deceased worker, consisting of an initial amount plus a life pension for persons of adult age and identified through the mentioned *Fact Finding Mission*.

The percentages of the pension for relatives were calculated from the average between the last consolidated salary of the deceased worker and the minimum for the RMG Sector in Bangladesh with the minimum for the latter.

However, even considering that the *Scheme* compensations, as has been previously mentioned, were voluntary, which would according to our Western customs legitimate the delivery of amounts according to the judgment of all *primary* stakeholders involved (ITGLWF-Local Bangladeshi Trade Unions-CSR INDITEX) to the families of those Spectrum deceased workers, the communities where they live were conditioned by precepts established by Islam for the coexistence of its believers.

Thus, the *Scheme*, by virtue of the independent decision-making ability of the international *primary* stakeholders involved (ITGLWF (Neil Kearney) and INDITEX (myself) – in view of it being a voluntary compensation system - a series of liberalities were made at its initial stage, assimilating more the distribution of pensions which would have been performed in a Western country, the first objective of the original valuation project, which the *Scheme* understood gave an economic independence to the Spectrum Widows and their Children of the pensions in order to be able to subsist in their communities of residence.

However, the payment in cash of the *Scheme* contributions became a deal more complicated, largely in view of the obligation which existed in Bangladesh of applying the Muslim Personal Law, which established in a very exhaustive way who the Beneficiaries - *Islamic Heirs* - in an Inheritance could be, as well as, in what proportions - very different to the Western ones that handled in Spain or other OCDE - an inheritance had to be distributed.

In Bangladesh, the distribution of the Inheritance is regulated by the *Muslim Family Law*, in which very specific distributions are established between the different persons who, according to their own text, are entitled to inherit from the deceased worker.

More originally, the Muslim Laws which are most commonly applicable in Islamic communities world-wide, establish a series of rules in the relations between the persons making up a family, a broader concept than the one in the west, as has been remarked in points above.

In principle it is very important to understand that in a Muslim country such as Bangladesh (Hanafi Legal School²⁰ belonging to the Sunnite School) the family must be understood as a fundamental entity for the community, and as such, it must be subject to rules which must be stringently complied with.

The Islamic Tradition stipulates who the members of a family unit are with rights to the assets and debts of the deceased person, and also the distribution between each one of them of the aforesaid rights/obligations.

This distribution is defined in accordance with the closeness in the degree of blood relationship with the deceased person, as well as the sex of the beneficiary of the aforesaid right. The death of a worker entails the transfer of most of its rights to persons who are called his/her *Heirs*. The transferable rights include all Property Rights, Usufruct, many of the right at their expense, such as debts and compensation rights, etc.... and the transferable obligations which are those which can be satisfied independently of the status of the deceased person.

What is left after paying the funeral expenses and covering debts and obligations, will be what is shared out in accordance with the Inheritance Law.

The process for compensating the *Scheme's* potential beneficiaries, specially to those most vulnerable, was articulated through the following two Islamic Inheritance Rules:

- Doctrine Representation. In 1961 there was an amendment to the Muslim Law²¹ under which the son of a pre-deceased son will represent his father in getting inheritance to the *propositus*²² (due to the early ages of the *Scheme* beneficiaries this rule was not applicable) and,
- Per capita the compensations derived from the *Scheme* were distributed according to the number of *Heirs*²³.

Based on that, the *Scheme* proposed a view of its compensation as *heritable property* and as such to be considered as assets of the deceased worker liable to be inherited by his survivors (i.e. Father, Mother, Widows and Children, mainly)

A view also aligned with the *Muslim Family Law* which make no distinction between: (i) ancestral" and self-acquired property²⁴; (ii) movable and separate property; (iii) joint and separate property; (iv) corpus and usufruct²⁵ and, finally, (v) corporal and incorporeal property.

20 Sunni Schools

Hanafi: The Hanafi school is one of the most widespread of the Sunni schools, and is the one which probably has most influence with regard to the application of its doctrines in modern laws based on the Shari'a. It is the dominant school amongst the Muslim populations of Turkey, Afghanistan, Pakistan, India, China, Bangladesh, Iraq, Albania, the Balkans and the Caucasus. Syria, Egypt and Jordan, which have based their family laws on Hanafi jurisprudence.

Hanbali: The Hanbali school is the school of law officially applied in Saudi Arabia and Qatar. It also has followers in other parts of the Arabian peninsula, Jordan, Syria, Egypt and Iraq.

Maliki: Today this school has spread through northern and western Africa, Egypt, Sudan, Eastern and Central Arabia, Morocco, Algeria and Kuwait, which have adopted the Maliki school for their family laws.

Shafii: It has followers in Jordan, Palestine, the Lebanon, Syria, Yemen, Egypt, Indonesia, Brunei, Philippines, Darussalam, Malaysia, Singapore, Sri Lanka, Thailand and the Maldives.

21 Section 4 of the Ordinance MFLO.

22 Example: "A" has two sons: "B" and "C" died leaving "F" during the life time of "A". After the death of "A", "F" will represent "C" and will get property as successors to his grandfather's property.

23 Example: "A" has two sons: "B" and "C"; both sons died during the life time of "A". "B" has two sons - "d" and "E" and "C" has three sons - "I", "J", "K". After the "A" s death the property will be divided into five portions and they will get 1/5 portion of the property.

24 All the above Hadiath have been quoted from Aziz Ahmad, Islamic Law in theory and Practice. P- 412-3.

25 Abadi Begum V. Mirza Akmal Beg AIR (1925) Oudth-190.

The following two points highlighted important matters in Muslim Succession Law, issues which have a definitive influence on the definition of the *Scheme* compensations to be delivered to its *Heirs*:

- The *Heir* status arises through the nature of the kinship, blood ties or affinity of the person;
- an *Heir* is such from the first time it arises on these grounds. But in fact the Right of Inheritance arises at the same time as the death of the worker who gives rise to the inheritance, in other words, neither before nor after a person shall be entitled to inherit from another and, based on that,
- the family structure in respect of which the assets of the deceased person will be shared out is that existing at that time, and the divisions are those which have to be carried out at that time, and therefore no kind of future orphan hood can be conceived in this regard.

Consequently,, the *Revised Spectrum Scheme* also followed the initial hypotheses set up in previous Chapter 4 which stated that in calculating the mentioned compensations each one of the Spectrum deceased workers should give rise to the payment of a *Lump Sum Payment* on the date for starting the payment of the voluntary compensations, amounting to 1,000 Euros, being the mentioned *Lump Sum Payment* an example of the adoption of the Muslim Customs and Traditions in the Scheme implementation strategy and designed to cover:

- Pay funeral and burial expenses;
- Pay debts; execute²⁶ the will of those deceased workers as a result of the Spectrum Disaster and, finally, distribute the remainder of the estate and property of those Spectrum deceased workers in according to Bangladeshi Muslim Family Law.

However, the main difference with respect the initial *Spectrum Pension Scheme* laid on that aforesaid single *Lump Sum Payment* should be distributed in accordance with the stipulations of the Bangladeshi Muslim Personal Law to each one of the Heirs (See the following Tables 6.4 and 6.5)

Table 6.4.- Deceased Workers’ Heirs.

Spectrum Deceased Worker Code.	DECEASED WORKERS' HEIRS.						
	H1.	H2.	H3.	H4.	H5.	H6.	H7.
D1	Father.	Mother.	Widow.	Son ₁ .			
D2	Father.	Mother.					
D3	Father.	Mother.					
D4	Father.	Mother.	Widow.				
D5	Mother.	Widow.	Daughter ₁ .				
D6	Father.	Mother.					
D7	Mother.	Widow.	Daughter ₁ .				
D8	Father.	Widow.	Son ₁ .	Daughter ₁ .			
D9	Mother.						
D10	Father.	Mother.					
D11	Father.	Mother.					
D12	Father.	Mother.					
D13	Father.	Mother.	Husband.				
D14	Grandmother.	Widow.	Son ₁ .	Son ₂ .			

²⁶ which can only be a maximum of one third or his or her property

D15	Widow.	Sister ₁ .					
D16	Mother.						
D17	Father.	Mother.	Brother ₁ .	Sister ₁ .			
D18	Father.	Mother.	Sister ₁ .				
D19	Mother.	Sister ₁ .					
D20	Father.	Mother.	Widow.	Son ₁ .	Son ₂ .		
D21	Mother.						
D22	Father.	Mother.	Brother ₁ .	Sister ₁ .	Sister ₂ .	Sister ₃ .	
D23	Father.	Mother.	Brother ₁ .	Sister ₁ .			
D24	Father.	Mother.	Widow.	Daughter ₁ .			
D25	Father.	Mother.	Widow.	Son ₁ .			
D26	Father.	Mother.	Brother ₁ .	Sister ₁ .	Sister ₂ .		
D27	Father.	Mother.	Brother ₁ .	Sister ₁ .			
D28	Father.	Mother.	Brother ₁ .	Sister ₁ .			
D29	Father.	Mother.	Husband.				
D30	Father.	Mother.	Widow.	Daughter ₁ .	Daughter ₂ .		
D31	Mother.	Widow.	Brother ₁ .				
D32	Mother.	Widow.	Daughter ₁ .				
D33	Father.	Mother.	Widow.	Son ₁ .	Son ₂ .		
D34	Father.	Mother.					
D35	Father.	Mother.					
D36	Father.	Mother.	Brother ₁ .				
D37	Mother.	Widow.	Daughter ₁ .				
D38	Mother.	Grandmother.	Widow.	Daughter ₁ .			
D39	Father.	Mother.					
D40	Father.	Mother.	Brother ₁ .				
D41	Father.	Mother.	Brother ₁ .	Sister ₁ .			
D42	Father.	Mother.	Sister ₁ .	Sister ₂ .	Sister ₃ .		
D43	Father.	Mother.	Brother ₁ .	Sister ₁ .			
D44	Father.	Mother.	Brother ₁ .	Brother ₂ .	Brother ₃ .	Sister ₁ .	
D45	Father.	Mother.	Widow.				
D46	Father.	Mother.	Brother ₁ .	Sister ₁ .	Sister ₂ .		
D47							
D48	Wife.	Son ₁ .	Son ₂ .	Daughter ₁ .			
D49	Father.	Mother.	Husband.	Son ₁ .			
D50	Father.	Mother.	Widow.	Brother ₁ .	Brother ₂ .	Brother ₃ .	Sister ₁ .
D51	Father.	Mother.	Widow.	Son ₁ .			
D52	Father.	Mother.	Brother ₁ .	Sister ₁ .			
D53	Father.	Mother.	Widow.	Son ₁ .			
D54	Wife.	Son ₁ .					
D55	Father.	Mother.	Sister ₁ .				
D56	Father.	Mother.	Widow.				
D57	Grandfather.	Grandmother.	Widow.	Daughter ₁ .			
D58	Mother.	Grandmother.	Widow.	Brother ₁ .	Brother ₂ .	Sister ₁ .	
D59	Father.	Mother.	Sister ₁ .	Sister ₂ .			
D60	Father.	Mother.	Sister ₁ .	Sister ₂ .			
D61	Father.	Mother.	Brother ₁ .	Sister ₁ .	Sister ₂ .		
D62	Mother.	Widow.					
D63	Mother.	Widow.	Son ₁ .	Daughter ₁ .			
D64	Father.	Mother.	Brother ₁ .	Brother ₂ .	Sister ₂ .		

And their corresponding *Heirs'* entitlements percentages in accordance with Muslim Family Law:

Table 6.5.- Heirs Percentage Entitlements.

Spectrum Deceased Worker Code.	Heirs Percentage Entitlements.						
	H1.	H2.	H3.	H4.	H5.	H6.	H7.
D1	16.67%	16.67%	25.00%	41.67%			
D2	100.00%						
D3	100.00%						
D4	50.00%		50.00%				
D5	18.18%	27.27%	54.55%				
D6	100.00%						
D7	18.18%	27.27%	54.55%				
D8	16.67%	25.00%	38.89%	19.44%			
D9	100.00%						
D10	100.00%						
D11	100.00%						
D12	100.00%						
D13	50.00%		50.00%				
D14	16.67%	25.00%	29.17%	29.17%			
D15	25.00%	75.00%					
D16	100.00%						
D17	83.33%	16.67%					
D18	83.33%	16.67%					
D19	25.00%	75.00%					
D20	16.67%	16.67%	25.00%	20.83%	20.83%		
D21	100.00%						
D22	83.33%	16.67%					
D23	83.33%	16.67%					
D24	8.33%	16.67%	25.00%	50.00%			
D25	16.67%	16.67%	25.00%	41.67%			
D26	83.33%	16.67%					
D27	83.33%	16.67%					
D28	83.33%	16.67%					
D29	50.00%		50.00%				
D30	13.33%	13.33%	20.00%	26.67%	26.67%		
D31	33.33%	50.00%	16.67%				
D32	18.18%	27.27%	54.55%				
D33	16.67%	16.67%	25.00%	20.83%	20.83%		
D34	100.00%						
D35	100.00%						
D36	100.00%						
D37	18.18%	27.27%	54.55%				
D38	18.18%		27.27%	54.55%			
D39	100.00%						
D40	100.00%						
D41	83.33%	16.67%					
D42	83.33%	16.67%					
D43	83.33%	16.67%					
D44	83.33%	16.67%					
D45	50.00%		50.00%				
D46	83.33%	16.67%					
D47							
D48	25.00%	30.00%	30.00%	15.00%			
D49	16.67%	16.67%	25.00%	41.67%			
D50	33.33%	16.67%	50.00%				

D51	16.67%	16.67%	25.00%	41.67%			
D52	83.33%	16.67%					
D53	16.67%	16.67%	25.00%	41.67%			
D54	25.00%	75.00%					
D55	83.33%	16.67%					
D56	50.00%		50.00%				
D57	15.38%	15.38%	23.08%	46.15%			
D58	16.67%		50.00%	16.67%	16.67%		
D59	83.33%	16.67%					
D60	83.33%	16.67%					
D61	83.33%	16.67%					
D62	40.00%	60.00%					
D63	16.67%	25.00%	38.89%	19.44%			
D64	83.33%	16.67%					

Finally, the new proposed model under these new assumptions was also based on: (i) the current actuarial value of the salary of the deceased worker and (ii) applying annual growth thereto will be given by the following formula:

$$VAAS_1 = S_1^{12} \times \sum_{t=0}^{(50-x) \cdot 12} C_t^{(12)} \times (1 + i_t^{(12)})^{-t} \times {}_tP_x^{(12)}$$

Where:

- $VAAS_1$: The current value of the future salaries which the deceased party might have been able to earn had he continued to live, at growth of C
- S_1^{12} : Monthly salary at the time of death;
- x: Age of deceased party at time of death;
- $(50-x) \cdot 12$: Maximum number of salaries which will be updated to obtain the amount to be shared out amongst the *Heirs*;
- $i_t^{(12)}$: Value of the growth factor in each month according to a geometrical progression of $(1+g)$, where g is the annual growth ratio in the salary of the deceased party. This factor multiplied by the salary initially taken into account will give us the real salary to be received by the deceased party at time t if he had remained alive;
- $i_t^{(12)}$: Value of the discount rate to be applied in each monthly t;
- ${}_tP_x^{(12)}$: Probability of a person of x years old reaching the age of x + t months alive.

Furthermore, having applied the distribution determined by the Bangladeshi Family Law in accordance with the degree of kinship and blood ties of the heir in question, it will be used to calculate the value of an equivalent income, growing and lifelong for the heir, which is equivalent in the origin to the amount initially allocated to the *Heir*.

$$VAAS_1 \& \%Shar_z = R_z^{12} \sum_{t=0}^w C_t^{(12)} (1 + i_t^{(12)})^{-t} \dot{a}_t P_z^{(12)}$$

Whose unknown term is R_z^{12} , which, clearing:

$$R_z^{12} = \frac{VAAS_1 \& \%Shar_z}{\sum_{t=0}^w C_t^{(12)} (1 + i_t^{(12)})^{-t} \dot{a}_t P_z^{(12)}}$$

Where:

- R_z^{12} The amount of the initial monthly amount payable to the beneficiary of age at the time of the death of the deceased “z”;
- $\& \%Shar_z$: Percentage of the inheritance corresponding to the heir aged z at the date of the death of the deceased.

e. The Revised Spectrum Scheme (RSS) vs the Spectrum Scheme (SS): A Comparative Analysis

A detailed analysis of the outcomes derived from the application of the *Revised Spectrum Scheme (RSS)* as compared to the *Spectrum Scheme (SS)*, originally used by me for initial compensation estimations as follows:

e.1. Methodological and Procedural Consequences

The *RSS* was based on a system of indemnity pensions based on a “*contribution scheme*” and, as such, more attuned to Bangladesh’s current *Muslim Family Law*, as well as, to the traditional customs and Islamic Religion tenets prevailing at beneficiaries’ communities.

In other words, in light of *RSS* arguments, the *SS* was based on a “*defined indemnity pension system*” (*defined benefit*) with the following characteristics:

- **Firstly**, due to the lack of a legal framework to use as reference for benefit estimations, it enabled *primary* stakeholders (ITGLWF, BNC, BNWF, INCIDIN-Bangladesh and INDITEX, mainly) to discretionally agree on the benchmarking sum to estimate the benefits (i.e. current legal minimum wage for the RMG industry)
- **Secondly**, liabilities associated with benefits voluntarily paid by some *primary* stakeholders (mainly, INDITEX) were calculated on the basis of *probable/actuarial present value/actuarial value* of total benefits individually assigned to each beneficiary;
- **Thirdly**, due to the lack of local best practices in Bangladesh, the *SS* factored into its calculations a number of International Insurance Best Practices, such as pension/benefit reversibility for some beneficiary families through *orphan pensions*, with (i) the increase of mentioned compensations’ actuarial present value and, therefore, (ii) their higher cost as immediate effects.

These effects –cost increases- may be illustrated by the following example:

- If a_x is the *actuarial present value* of a deferred whole life pension for a person aged 'x';
- If $a_{x:y}$ is the *actuarial present value* of a deferred whole life pension for a person aged 'x', with a K% reversion for an individual aged 'y', as noted below:

where:

$$a_{x:y} = a_x + K(a_y - a_{xy})$$

a_x :Arrear whole life, annual and constant pension , for an individual aged 'x" (one hundred percent of the sum assigned is delivered to the beneficiary aged 'x' throughout her life and until her death). Arrear, lifelong, annual and constant pension for an individual aged 'x', with a K% reversion for an individual aged 'y', which means that the sum established for the pension will be granted to the individual aged 'x' until her death, continuing with payments of K% of the sum provided to 'x', in this case, for as long as 'y' lives.

This *reversion* will only be paid if 'x' dies and 'y' is alive, which means that it will not be paid when both are alive. Without delving into term specificities, clearly, must always be a larger sum than , proving the cost increase of *reverse pensions* as compared to regular pensions.

- **Fourthly**, given the voluntary nature of the SS, *primary* stakeholders discretionally chose a beneficiary selection criterion that, as such, did not match (i) a number of criteria associated with inheritance in *Bangladesh's Muslim Family Law*, or (ii) other religious principles –*Holy Qur'am Sura 4*– that prevailed in beneficiaries' communities and families, mandatorily establishing that: deceased workers' heirs be chosen according to (i) kinship, (ii) blood ties, and (iii) agnatic codes;

Heirs at the time of workers' demise would be entitled to the partitions established by Islamic tradition, and Inheritance sums to be divided among heirs would amount to deceased workers' estate at the time of death, net of debts and funeral expenses. The application of these three premises to the SS would have implied:

- A reduction of compensation costs. The use of *Muslim Family Law* criteria would have enabled SS managers/actuaries not only to objectively identify *Qur'am Sharers*, avoiding potential frauds, but also to reduce compensation costs, as these Muslim Tradition would reduce the number of beneficiaries, for, as noted with the defined benefit method, the greater the number of beneficiaries entitled to receive a pension, the higher the present actuarial value of compensations.

A simplified calculation process. Muslim traditions indicate that rightful *Heirs* must be *Sharers* at the exact time of workers' death –a requisite that would automatically nullify compensation *reversibility* (except compensations for workers who had died as a result of wounds sustained at a workplace *Disaster*).

However, the experience drawn from the Scheme offers Act (2006) architects the following scenario to prompt a discussion on matters associated with benefit *reversion* among mothers/fathers and sons/daughters.

If P_0 is a worker's heritage, net of debts and "funeral expenses", at the time $-t_0$ - of his death;

If C_0 is the share of the worker's heritage allocated to his Widow at the time $-t_0$ - of his (the husband's) death, based on the percentages - $\% Shar_z$ - established by Bangladesh's *Muslim Family Law*, as noted below:

$$C_0 = \% Shar_z P_0$$

The *sub-index* z accounts for the portion of the inheritance allocated by the *Bangladesh Muslim Family Law* to the widow, according to (i) the number of offspring and (ii) their genders

In any case,

$$C_0 = \% Shar_z P_0$$

At the time $-t_n$ - of the Widow's death, C_0 may have (i) increased, (ii) remained stable, or (iii) decreased in value

C_n is the Widow's heritage at the t_n time.

Under *Bangladesh's Muslim Family Law*, C_n should be divided, primarily, among her children as mandated by it.

Assuming that C_0 could be deferred with a pension, the following equation, with no reversion, may be established:

$$R_x = \frac{C_0}{a_x}$$

where:

- R_x is the annual constant pension to be received by the Widow aged 'x'.
- a_x is the actuarial adjustment rate for a single, lifelong, annual, deferred and constant pension.

If the Widow died " t " years later and, at that time, had a $y+t$ old son, this pension would not be inherited, as its principal would have been divided into an actuarial pension -that is, a pension that factors in its beneficiary's mortality risk with no balance left after the beneficiary's death.

Nonetheless, after the fact -that is, at the time of death- it would be possible to know the sum of the Inheritance that was actually used for the Widow's pension, calculating the balance that could go to the offspring in question.

However, this option would also decrease the pension to be received by the Widow in her whole life, as the denominator in the former equation would increase by a factor taking into account the recipient's death.

- **Fith**, Guaranteeing not only the *Fairness* and *Proportion* criterion but also the *Sufficiency* criterion of SS compensations –and any benefit derived from future *Act (2006)* applications, as the experience drawn from the Third Proposition in this Thesis shows that, in order to abide by both *Bangladesh's Muslim Family Law*, compensation calculations should take into account a division process that included:
 - A *Lump Sum Payment* after the *Disaster* that, following the experience drawn from the SS (distribution of 100,000 Takas, see Chapter 4), would enable beneficiaries to perform their cultural and religious duties, such as burying their loved ones;
 - The distribution of compensations awarded by the Scheme among sharers, previously identified according to Bangladesh's *Muslim Family Law* and following its division principles, as if they were lump sums, and, finally,
 - individual *Sharers'* compensation sums would be distributed over time by means of whole life pensions (temporary and until beneficiaries' coming of age if they were minors), according to their respective ages.

e.2. Building a Benchmark to calculate compensations with a view to abiding by the sufficiency criterion.

The discretion used by *primary* stakeholders both to select potential beneficiaries and to set compensation sums (e.g., 60% of Spectrum deceased workers' salaries for Widows) infused the SS with attributes that characterize *defined benefit pension systems*, preventing it from complying with the local Inheritance and Succession Laws encompassed by *Bangladesh's Muslim Family Law* or abiding by cultural and religious traditions prevailing in the communities where beneficiaries resided.

As a result and in order to overcome these non-compliance issues, conclusions drawn from the Scheme, I invite to *Act (2006)* architects to build an actuarial compensation distribution scheme that, unlike the SS, first calculates the deceased workers' heritage that will be divided among their *Heirs* and, thus, acquires the attributes that characterize a *defined contribution pension/compensation system*.

As the value of said estate comes from the monthly salaries that deceased workers could have received over their working years, if they had continued working, according to the following benchmark:

Compensations for workers who die as a result of a workplace accident/*Disaster*

With:

- C being a deceased worker's Heritage immediately after his death;
- S_t^x being the deceased worker's monthly wage; x being the worker's age at the time of the accident; t being every future monthly wage, and
- \ddot{A}_t being the yearly wage increase,

The value of the deceased worker's estate will come from the application of these parameters and the mortality hypotheses described in Chapter 4, using the following formula:

$$C = S_t^x \cdot {}^{(12)}(Va)_x^{\Delta t}$$

where the actuarial adjustment or discount rate ${}^{(12)}(Va)_x^{\Delta t}$

corresponds to a monthly, whole life, arrears pension that increases annually at Δt a - ratio geometric progression.

In other words, the deceased worker's heritage -C- amounts to the present actuarial value of all the wages the deceased worker had been able to collect if the accident would not have taken place.

Deceased worker's compensation - C - Division among Heirs considered by Bangladeshi Muslim Family Law

With "a" being the percentage of the sum to be awarded to an adult heir, this percentage will be applied to the sum total and awarded as an *arrears*, whole life pension that increases at a specific annual rate resulting from the following formula:

$$R_t^y = \frac{\alpha \cdot C}{{}^{(12)}(Va)_y^{\Delta t}}$$

Finally, in order to make this third Thesis proposition easier to understand, the *Scheme* describes two scenarios based on the following theoretical framework:

a. Theoretical Framework.

The following social and demographic characteristics describe a worker (X) deceased as a result of a workplace accident, according to Act (2006) guidelines:

- **Gender:** male;
- **Age:** 35 years old;
- **Marital Status:** married to a 24-year-old woman, with a 5-year-old son;
- **Monthly Salary:** US\$ 40;
- **Bangladesh's Annual Inflation Rate:** 5%, with pension growth set at 4.5% a year;

- **Discount type:** theoretically constant at an annual 8%;
- **RMG industry’s minimum interprofessional salary:** 1,500 Takas a month and, finally,
- **GKM/F-95 mortality rates** adjusted to Bangladesh’s standards.

b. Defined Benefit Model (SS)

The Spectrum Widow will be awarded 60% of the salary the worker would have collected if he had remained alive, throughout his life, with a 100% pension reversion provisioned for the son until he turns 18.

Operation costs *C*:

Table 6.6.- Calculation Example of SS.

	Initial Age.	Annual Salary.	Widow’s Pension.	APV Widow’s Pension.	APV Orphan’s Pension.	Total.
0	35.00	440.00	264.00	5,997.47	82.23	6,079.70
1	36.00	504.00	302.40			
2	37.00	529.20	317.52			
3	38.00	555.66	333.40			
4	39.00	583.44	350.07			
5	40.00	612.62	367.57			
6	41.00	643.25	385.95			
7	42.00	675.41	405.24			
8	43.00	709.18	425.51			
9	44.00	744.64	446.78			
10	45.00	781.87	469.12			
11	46.00	820.96	492.58			
12	47.00	862.01	517.21			
13	48.00	905.11	543.07			
14	49.00	950.37	570.22			
15	50.00	997.89	598.73			
16	51.00	1,047.78	628.67			
17	52.00	1,100.17	660.10			
18	53.00	1,155.18	693.11			
19	54.00	1,212.94	727.76			
20	55.00	1,273.58	764.15			
21	56.00	1,337.26	802.36			
22	57.00	1,404.13	842.48			
23	58.00	1,474.33	884.60			
24	59.00	1,548.05	928.83			
25	60.00	1,625.45	975.27			
26	61.00	1,706.72	1,024.03			
27	62.00	1,792.06	1,075.24			
28	63.00	1,881.66	1,129.00			
29	64.00	1,975.75	1,185.45			
30	65.00	2,074.53	1,244.72			
31	66.00	2,178.26	1,306.96			

32	67.00	2,287.17	1,372.30			
33	68.00	2,401.53	1,440.92			
34	69.00	2,521.61	1,512.96			
35	70.00	2,647.69	1,588.61			
36	71.00	2,780.07	1,668.04			
37	72.00	2,919.08	1,751.45			
38	73.00	3,065.03	1,839.02			
39	74.00	3,218.28	1,930.97			
40	75.00	3,379.19	2,027.52			
41	76.00	3,548.15	2,128.89			
42	77.00	3,725.56	2,235.34			
43	78.00	3,911.84	2,347.10			
44	79.00	4,107.43	2,464.46			
45	80.00	4,312.80	2,587.68			
46	81.00	4,528.44	2,717.07			
47	82.00	4,754.87	2,852.92			
48	83.00	4,992.61	2,995.57			
49	84.00	5,242.24	3,145.34			
50	85.00	5,504.35	3,302.61			
51	86.00	5,779.57	3,467.74			
52	87.00	6,068.55	3,641.13			
53	88.00	6,371.98	3,823.19			
54	89.00	6,690.57	4,014.34			
55	90.00	7,025.10	4,215.06			
56	91.00	7,376.36	4,425.81			
57	92.00	7,745.18	4,647.11			
58	93.00	8,132.43	4,879.46			
59	94.00	8,539.06	5,123.43			
60	95.00	8,966.01	5,379.61			
61	96.00	9,414.31	5,648.59			
62	97.00	9,885.03	5,931.02			
63	98.00	10,379.28	6,227.57			
64	99.00	10,898.24	6,538.94			
65	100.00	11,443.15	6,865.89			
66	101.00	12,015.31	7,209.19			
67	102.00	12,616.08	7,569.65			
68	103.00	13,246.88	7,948.13			
69	104.00	13,909.22	8,345.53			
70	105.00	14,604.68	8,762.81			
71	106.00	15,334.92	9,200.95			
72	107.00	16,101.66	9,661.00			
73	108.00	16,906.75	10,144.05			
74	109.00	17,752.08	10,651.25			
75	110.00	18,639.69	11,183.81			
76	111.00	19,571.67	11,743.00			
77	112.00	20,550.26	12,330.15			
78	113.00	21,577.77	12,946.66			
79	114.00	22,656.66	13,594.00			
80	115.00	23,789.49	14,273.70			
81	116.00	24,978.97	14,987.38			
82	117.00	26,227.91	15,736.75			
83	118.00	27,539.31	16,523.59			
84	119.00	28,916.28	17,349.77			

85	120.00	30,362.09	18,217.25		
86	121.00	31,880.19	19,128.12		
87	122.00	33,474.20	20,084.52		
88	123.00	35,147.91	21,088.75		
89	124.00	36,905.31	22,143.19		
90	125.00	38,750.58	23,250.35		
91	126.00	40,688.10	24,412.86		

c. Established Contributions Model (RSS)

The *Present Value* totals € 5,095.74, considering 15 years of future salaries for the deceased worker.

Table 6.7.- Calculation Example of RSS.

Year.	Initial Age.	Annual Salary.	APV Death Salary.
0	35.00	440.00	5,095.74
1	36.00	504.00	
2	37.00	529.20	
3	38.00	555.66	
4	39.00	583.44	
5	40.00	612.62	
6	41.00	643.25	
7	42.00	675.41	
8	43.00	709.18	
9	44.00	744.64	
10	45.00	781.87	
11	46.00	820.96	
12	47.00	862.01	
13	48.00	905.11	
14	49.00	950.37	
15	50.00	997.89	

6.5. THE ROLE OF SECONDARY STAKEHOLDERS

6.5.1 REHABILITATION PROGRAMS

The engagement of *secondary* stakeholders also proved crucial to *relationally* design the necessary instruments to assess current women’s rights protection mechanisms in place in Bangladesh.

Their conclusions would be used to explore alternatives to support compensation distribution processes with monitoring programs to guarantee women’s free disposition of compensations, as established by the *Third Thesis Proposition*:

“... to guarantee the free disposition of solution compensations by vulnerable groups living in complex social and cultural scenarios, it is necessary to build support processes managed by secondary stakeholders present in their communities of residence...”

Thus, the field work conducted by *secondary* stakeholders revealed the underlying “*primary causes*” of Bangladeshi women’s vulnerability, based on the evaluation of three typical VAW incidents: (i) *Rape*; (ii) *Dowry and Dower* and (iii) *Acid*.

Based on the dramatic findings, as noted by the *Third Thesis Proposition*, the goal was to ensure that the most vulnerable groups - Spectrum Widows and their daughters - in these multiple VAW scenario that ripple both inside and outside factories in Bangladesh's RMG industry can freely dispose of the compensations derived from workplace accidents, either as a result of voluntary contributions made by International Buyers and/or Bangladeshi business partners involved in similar labour accidents/disasters and/or as part of the enforcement of *Bangladesh's Welfare Act (2006)*, it should be necessary to:

- **FIRST**, engage Civil Society representatives with a good understanding of the complex interactions that unfold in this complex reality-to this end, these representatives must have proven not only their vast experience in activities associated with Women's Rights advocacy (i.e. ASK, BNWLA, Nari-pokkho, Odhikar, Nari Maitree, Steps Towards Development, Wave Foundation, BLAST, BRAC, BMP and MLAA) but also an active presence, directly or through associated organizations, at grassroots level and design specific intervention protocols for the RMG industry, especially crafted to fight against exclusion processes that unfold at the same time as compensation distribution processes in the opaque *spiders webs* that exist in the communities where these vulnerable groups reside, preventing their free disposition of compensations.
- **SECOND**, to engage *secondary* stakeholders' contributions also provided Act (2006) builders with an instrument -*The Purdah Project*- to support -at family level- programs intended to protect traditionally excluded groups' Rights to use their compensations freely. In addition, its conclusions also described a complex, negative setting that clearly indicated that:

"... the free disposition of compensations awarded by the Scheme and/or any other form of indemnity, derived either from international buyers' voluntary interventions, CSR strategies or the enforcement of Act (2006) itself, will only be guaranteed for traditionally 'excluded' populations when these processes are supported by the active engagement of civil society representatives..."

The Purdah Project was, therefore, a program designed as part of the *solution* implementation strategy to:

- measure Spectrum Widows' *exclusion* immediately before the distribution of compensations for workplace accidents;
- assess possible *correlations* between "accumulated exclusion and free disposition of compensations", and
- offer, based on the range of correlations affecting individual beneficiaries, protection mechanisms, if necessary and required by them, to guarantee not only their access to compensations but also their right to use them as they see fit.

Additionally, the experience drawn from the *Purdah Project* provided a knowledgeable framework to enable *Act (2006)* makers to work with Civil Society representatives to develop *exclusion* measuring schemes to gauge the constraints found for the exercise of several Women Rights, including Heritage and Children's Custody Rights, as well as to design mechanisms to guarantee Spectrum Widows' and children's free exercise of the Rights listed by Section 5 of Act (2006), namely:

- *To ensure welfare of the worker and her family;*
- *To initiate and implement different projects for the welfare of the worker and her family;*

- *To provide financial assistance to worker especially who is incapable or disabled;*
- *To provide financial assistance to her family when a worker dies in accident;*
- *To grant scholarship or stipend to the meritorious family member of worker for education and,*

simultaneously, this pilot program should also help International Buyers who decide to distribute similar compensations in near future labour accidents/*Disasters* to consider, before distributing them, the restraining and *excluding effects* of the complex environment where the potential beneficiaries live (*four P_s*) described in earlier chapters in order to offer, as part of their intervention strategies, support/monitoring processes managed by expert Civil Society representatives.

Finally, aimed at studying existing correlations between high exclusion levels and free access and enjoyment of compensations and, definitively, to verify empirically the contents of the *Third Thesis Proposition*, I conducted a set of individual interviews with Spectrum Widows (July 2010) to explore the consequences of two previous compensation distribution processes carried out by Carrefour and German International Buyers, with their *Savar Garment Rehabilitation Project (SGRP)* and the *Fast Track Relief Scheme (FTRS)*, respectively.

This second *Purdah Project* empirically proved, as established by the *Third Thesis Proposition*, the need to support programs intended to ensure the free disposition of Scheme compensations managed by third-sector representatives. Indeed, Table 6.4 below revealed that Spectrum widows with an average score exceeding 3 never had any access to them.

Table 6.8.- Detailed analysis of Spectrum Widows’ Risk/Exclusion families and free compensation utilization.

Widow’s Name	Average	Risk Assessment	Access to Compensations	Widow’s additional comments
1.	2.4	Low	Yes	
1.	2.6	Low	Yes	<i>“...I live with my parents, and I have no good source of income and wish to work outside for my livelihood...”</i>
1.	2.6	Low	Yes	<i>“... I am aware of my rights and want my children to have a nice and safe future...”</i>
1.	2.8	Low	Yes	<i>“... I wish to save the money in a bank, so that my child and I can have a better future...”</i>
1.	2.8	Low	Yes	<i>“... I live with my brother’s family and never feel lonely, but I worry about my children’s future...”</i>
1.	2.8	Low	Yes	
1.	2.8	Low	Yes	
8.	2.9	Low	Yes	
9.	3.0	Low	No	<i>No access. “... I live on the money earned by my brother and father...”</i>
10.	3.1	High	No	
11.	3.1	High	No	<i>“... My in-laws took the compensation given to me by FRIENDSHIP, but I am still in good terms with them...”</i>
12.	3.2	High	No	<i>“... I feel very insecure for my future life and my child...”</i>
13.	3.2	High	No	<i>“... I had to change my name becoming BEWA from BEGUM after my husband’s death...”</i>
14.	3.2	High	No	<i>“...I got cash from FRIENDSHIP and a sewing machine, but the sewing machine was taken by my in-laws...”</i>
15.	3.3	High	No	<i>“...I experienced a very miserable life and have no other source of income or monetary help...”</i>
16.	3.5	High	No	<i>“...I am aware of my Rights and want my children to have a nice and safe future...”</i>
17.	3.5	High	No	<i>“...I live a very miserable life in a slum and have no social or financial support...”</i>

6.5.2. MITIGATIONS PROGRAMS FOR RMG INDUSTRY LABOUR ACCIDENTS/DISASTERS

The conclusions drawn from the practical execution of the Third Thesis Proposition reveal how important secondary stakeholders were to set up a specific safety net for this industry, including some International Conference Goals related to Women's Rights, from a relational perspective:

- the *International Covenant on Social Economic and Cultural Rights* (ICESCR),
- *Nairobi Forward Looking Strategies* (1985),
- the *World Conference on Human Rights* (Vienna, 1993);
- the *International Conference on Population and Development* (Cairo, 1994) and, finally,
- the Fourth World Conference on Women (Beijing, 1995) that clearly stated that:

... in all societies to a greater or lesser degree women and girls are subjected to physical, sexual and psychological abuse that cuts across line of income, class and culture. The violence against women is a matter of concern to all states and should be addressed ... that is the responsibility of the state to stop the violence..."

6.6. THE ROLE OF PRIMARY AND SECONDARY STAKEHOLDERS IN READINESS PROGRAMS: *THE BANGLADESH WELFARE ACT (2006)*

The vision set forth by the Fourth Thesis Proposition: The Scheme will be replicable to manage other accident crises and similar scenarios when it is accepted as a relational good by primary and secondary stakeholders..." - was, finally, materialized by the approval of all stakeholders -primary and secondary- of the Bangladesh Labour Welfare Foundation Act (2006), enforced in October 1, 2006 (hereinafter, the Act (2006))

The *Act (2006)* was vastly influenced by the intense and *relational* approach carried out jointly by all stakeholders involved in the *solution* with a clear, specific goal: facilitating the development of a gradual, *Trust-accumulating process* among formerly estranged stakeholders to, in the short term, manage the Spectrum crisis aftermath, and, in the long term, to create a '*relational good*' – the *solution* - that may be accepted by all stakeholders as a framework to manage future crises derived from workplace accidents unfolding at LDC complex realities

Bangladesh's new and innovative legal framework, *The Act (2006)*, created as a result of a *Trust-building process* and capturing contents from other *relational goods* described by Uhlaner²⁷ (1989), Gui²⁸ (2000) and Donati²⁹ (2003), encompassed two goals pursued by this intervention from the start:

- A more general objective, "*the contribution to human society,*" as stated in the *Fourth Dimension of Stakeholder Social Capital*, and
- A more specific second goal that focused on ensuring workers' welfare in the aftermath of Labour Accident/*Disaster*, as detailed in the following Table 6.9:

²⁷ Ibid.

²⁸ Ibid.

²⁹ Ibid.

Table 6.9.- Analysis of general and specific objectives by solution/Act (2006)

	Spectrum Voluntary Relief Scheme. Article 9. Objectives.	The Act (2006) Foundation Activities Under Its Section 5.
General Objective	<i>"... The aim of the Trust is solely to provide fair and just aid to the families of workers who were killed or injured at Spectrum Sweater Industries Ltd's factory collapse on 11 April, 2005 in Savar, Bangladesh..."</i>	<i>"... To ensure welfare of the workers..."</i>
Specific Objectives Financial Aid	As per the aforementioned aim, the Trust shall promote the following activities, among others: <ul style="list-style-type: none"> • <i>Financial aid for Spectrum deceased and injured workers' families;</i> • <i>Immediate aid for victims of the accident at Spectrum Sweater Industries Ltd. in Savar.</i> 	<ul style="list-style-type: none"> • <i>To launch several projects to ensure the welfare of workers and their families;</i> • <i>To provide financial support to workers, especially handicapped or disabled workers;</i> • <i>To provide financial support for deceased workers' families;</i> • <i>To grant merit-based scholarships and other educational support to workers' family members;</i> • <i>To introduce group policies for workers' life insurance, paying premiums with fund monies;</i> • <i>To take necessary steps to manage funds;</i> • <i>To carry out all necessary actions to meet Act objectives and to conduct the activities detailed above.</i>
Specific Objectives. Medical Aid.	<ul style="list-style-type: none"> • <i>Medical support and care for workers injured at Spectrum Sweater Ltd.</i> 	<ul style="list-style-type: none"> • <i>To ensure treatment or provide financial support to health-impaired workers.</i>

Additionally, the Act (2006) ’s *relational-good* nature also captured other aspects, such as:

- all instruments used to manage the *solution* should be viewed as means – *not ends* - to develop interactive processes that enable its replication in similar crises;
- none of the instruments developed on the basis of the *Act (2006)* could be *owned* solely by any single stakeholder;
- its effects were shared by all other stakeholders (Donati³⁰, 2005 ; Gui³¹ , 1996). In fact, the *Act (2006)* replicability proved to be even more ambitious than intended early on, as its scope did not only encompass facilities working in the formal RMG industry but also Bangladesh’s informal manufacturing sectors:

"...Applicable to all workers’ in Bangladesh in both formal and informal sectors..."

And also noting that:

"... Informal sector refers to that non-governmental sector where a worker’s work or job conditions etc. are not covered within the purview of the Labour Act (of 2006) and related rules and where workers’ have limited opportunity to be organised [Section 2 (a)]...", and, finally,

- the *Act (2006)* included the creation of the *Bangladesh Labour Welfare Foundation* designed according to the declaration of principles featured in the Introduction of the *Spectrum Voluntary Relief Trust Draft* (See Appendix 6)

³⁰ Ibid.

³¹ Ibid.

Table 6.10.- Analysis of Financial Contributions by Scheme/Act (2006)

Spectrum Voluntary Relief Scheme.	The Act (2006)
The contributors shall make financial contributions to the Trust and shall have the rights and obligations set forth in the by-laws that shall rule Trust operations.	<ul style="list-style-type: none"> • Government grants; • Owners' Grants; • Loans (pre-approved by the Government) with no/low interest; • Earnings from several Foundation institutions; • Institutional and/or individual donations; • Profits from investments made with Foundation funds, and Any other source approved by the Government. 50% of the consolidated funds in the "Labour Welfare Funds" under the Companies Profits (Workers Participation) Act of 1968 would have to be transferred to this fund within 45 days - after the fund is collected- every year [Section 14 (3)].

6.7. FURTHER RESEARCH.

6.7.1. The convenience of raising future workplace accidents in LDCs to Disaster status.

Categorising future workplace accidents at LDC production facilities embedded in International Buyers' Supply Chains as *social* rather than physical events (Quarantelli³², E, 1986) opens up an innovative, new field for research and developments fields pertaining to corporate models that view this kind of complex crises as being primarily the result of human actions –and, as such, the reflection of social systems' vulnerabilities.

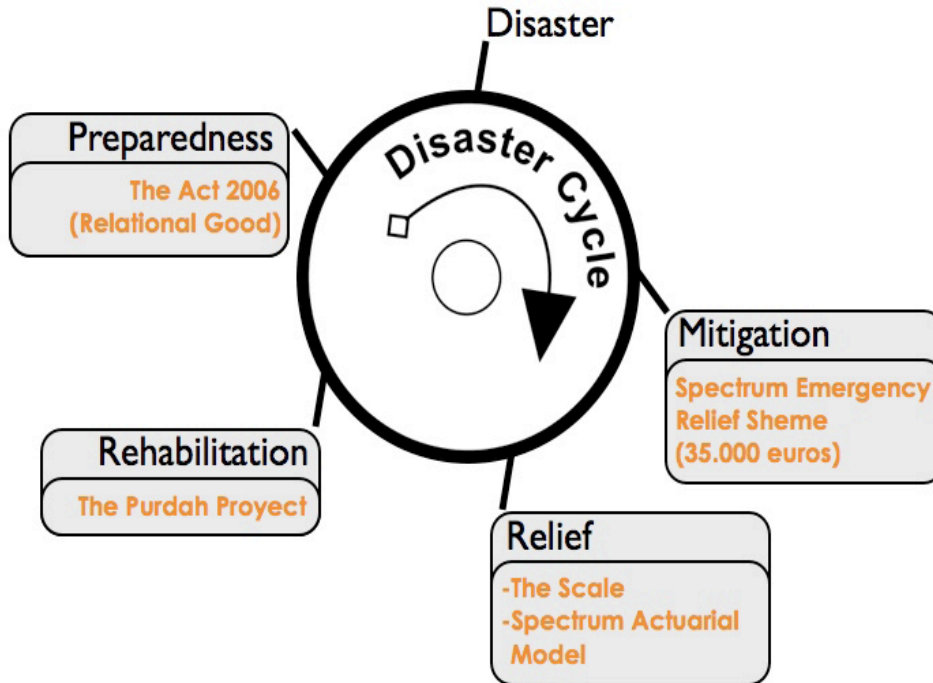
Adopting this approach would contribute to developing specifically designed CSR *solutions* to manage complex crisis derived from labour accidents, overcoming "submissive" reactions that viewed this type of *Disasters* as typical events in LDCs and opting for approaches that address these accidents as a direct consequence of development shortcomings that fail to avoid that workplace *Disasters*.

Indeed, this new approach would lead to the creation of CSR-based *solutions* that would allow companies to:

- First, manage crises derived from workplace accident/*Disaster* similar to Spectrum in accordance to the mentioned *Disaster Cycle*, as detailed in the chart 6.2. below,

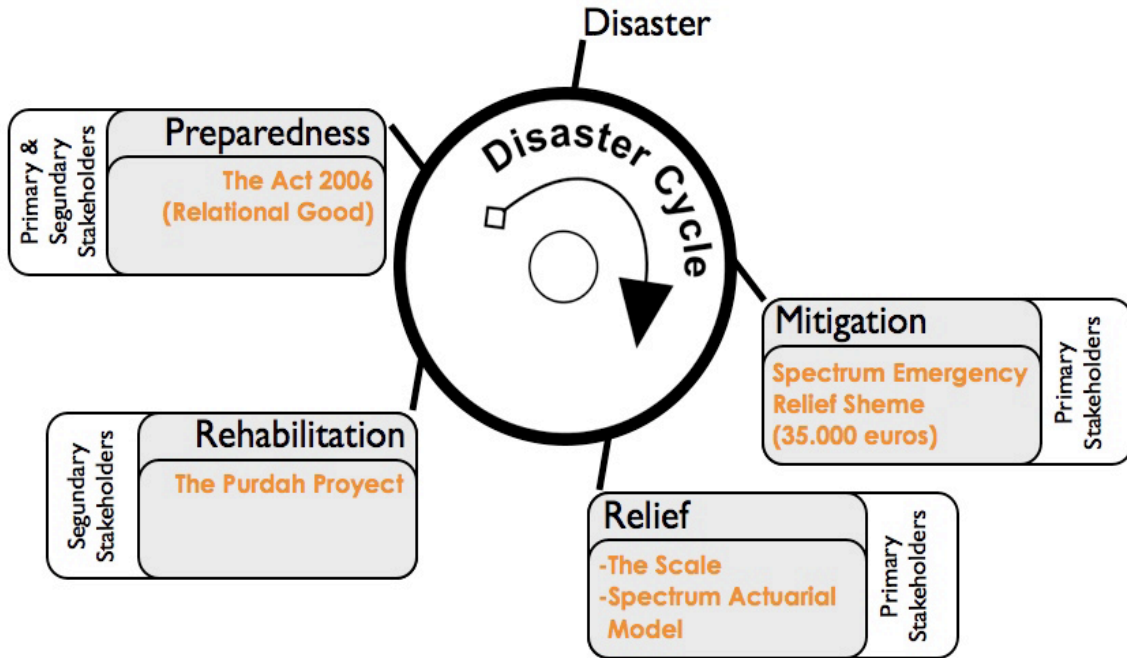
³² Ibid.

Figure 6.2. - Disaster Cycle adapted to the Spectrum Disaster



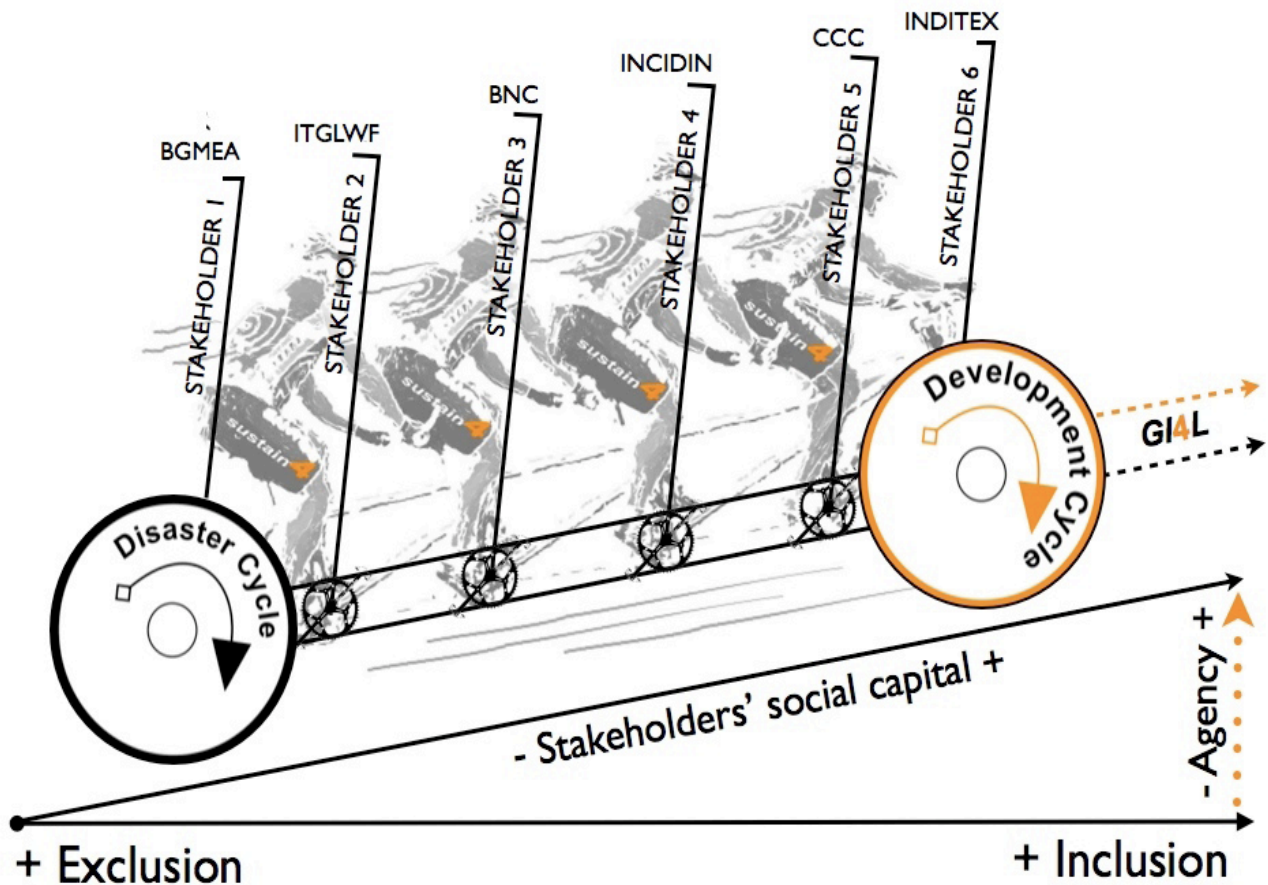
- Second, identify, using the four *Dimensions* of the *Stakeholder Social Capital notion*, strategic stakeholders to manage *Disaster Cycle* phases in accordance with Figure 6.3. and also based on the following criteria:
 - (i) High, intensive interaction levels before the accident/*Disaster*;
 - (ii) Shared reciprocity norms;
 - (iii) Common meta-purpose goals;
 - (iv) Capabilities to manage projects that emerge in each phase execution.

Figure 6.3. - Disaster Cycle and managers



- Third, *primary* and *secondary* stakeholders would be engaged in a gradual *Trust-building process* that would enable the creation of *relational goods* to find sustainable solutions for these complex crises.

Figure 6.4. - The relational model proposed by the Thesis



- Fourth, as a result of the joint work carried out by all *primary* and *secondary* stakeholders, the *Disaster Cycle* would be linked to a broader notion of development, based on the equation described by Collin, A. E³³. (2009: 218)):

$$\text{Disaster} = \frac{\text{Unsustainable Development}}{\text{Sustainable Development}}$$

And

³³ Ibid.

Disaster Risk

Development Risk=
Sustainable development

Or, just

Disaster Risk= Sustainable Development.

6.7.2. Managing future labour disasters on the basis of both constructs -*Hazard* and *Vulnerability*

In the future, addressing workplace accidents as disasters will offer both scholars and CSR managers the possibility to change the traditional focus that over-emphasised technical aspects (*Hazard*) for multi-dimensional approaches capturing the complexity of interwoven, conflicting social constructs developed by typically confronted stakeholders, relying on a new notion: *Vulnerability*.

In other words, this approach would deal with future labour disasters occurring at International Buyers' Supply Chains in LDCs on the basis of:

- interactions between *Hazard* and *Vulnerability*, graphically expressed by Blaikie³⁴ *et al* (1994) in the pseudo formula of ***Disaster= Hazard x Vulnerability*** and
- an exercise of convolution entre los dos constructs - *Hazard* and *Vulnerability* - mutually conditioning situations and neither can exist on its own.

Thus, the Spectrum Widows would not be vulnerable if she was not threatened, and in the other hand, she would not be threatened if she was not exposed and Vulnerable.

In a nutshell, this new and comprehensive formula would capture the multidimensionality of a workplace Accident/*Disasters* by focusing attention on the totality of relationships in a given social situation which constitute a condition that, in combination other economic, cultural, political and religious forces produces a *Disasters* like Spectrum.

6.7.3. The short-term need to develop accurate instruments that meet the requirements of a *relational good* -the *Bangladeshi Welfare Act (2006)*- in other LDCs

The practical replicability of the *solution* -both for future accidents in Bangladesh's RMG industry and in the other 88 countries currently lacking systems to protect wounded and/or deceased workers as a result of disasters- will depend on an active engagement by *primary* (i.e., business and trade union representatives) and secondary stakeholders (i.e., Statistic and Forensic Departments of Local Universities and NGOs) that will pave the way for the elaboration of:

- RMG industry-specific mortality tables based on mathematical and stochastic constructs developed on an ad-hoc basis by local research centres to reflect and analyse random phenomena leading to the death or survival of RMG industry workers³⁵;

³⁴ Blaikie, P.; Cannon, T.; Davis, I. and Wisener, B. (1994) *At Risk: Natural Hazards, People's vulnerability and Disasters*. Routledge, London and New York

³⁵ Siendo para ello necesario la definición de variables tales como: (i) Variable aleatoria "edad de fallecimiento de un recién nacido"; (ii) la denominada función de supervivencia es la probabilidad de que un recién nacido alcance con vida la edad; (iii) variable aleatoria "número de años completos de vida hasta la muerte de una persona de edad".

- independent systems to assess injuries, consequences and handicaps caused by labour accidents –*The Scale*- according to Best International Insurance Practices (*Spanish Baremo*) to compensate RMG industry workers for potential emotional damage and material losses;
- *The Scale* “scoring” systems based on “metrics” that measure wounded workers’ characteristics, such as (i) age; (ii) number of direct and/or dependent relatives; (iii) possible rightful claimants; (iv) wound severity and potential consequences for wounded workers’ future lives (personal and professional), and (v) “profit losses” as a result of accidents/*Disasters*;
- distribution criteria for restitution payments resulting from future Schemes, according not only to Muslim Family Law but also local traditions, culture, and religion. siones).

Thus, the *Heirs* of workers dying as a result of a labour accident/*Disaster* could be:

- first, those established by the Koran based on kinship, blood kinship and agnatic codes. Additionally, if such a criterion were accepted by all stakeholders involved, shares/entitlements would not be challenged by widows’ households (family level), religious and community leaders, as well as industry and government officials, among others and,
- second, living relatives at the exact time of workers’ death. In addition, this criterion would automatically render pension reversibility null.

6.7.4. The need to create protection mechanisms to guarantee free compensation disposition for groups at greater exclusion risk.

In the future, *secondary* stakeholders would also prove necessary to do away with vulnerabilities preceding future accidents as well as exclusion processes resulting from them.

Indeed, the conclusions drawn from the *Purdah Project* execution (see Chapter 4) showed that sustainability –both for compensations resulting from the solution and those derived from the future *Act (2006)* enforcement- will hinge on the existence of NGO-managed mechanisms that will help overcome current women’s (Spectrum Widows’) oppression by legitimising hierarchical gender relations, proprietary rights of men over women, unequal division of labour and power over the allocation of resources (Hassan³⁶, R. F.).

To this end, these social actors need to jointly and urgently design mechanisms to mitigate:

- unjust local laws that was discriminatory and limited the scope of Widows’ Rights;
- prejudicial gender biased enforcement of laws by law enforcement agencies or gender biased judgments in the courts, and, finally,
- ignorance of the law and by Widows who tended to be unaware as to their status and their rights (Inheritance and Custody of their children).

36 Hassan, R. F. Study on the Possible Reforms in the existing Muslim Family Law and Procedure. Bangladesh National Women Lawyers Association. Dhaka. Pp 7

6.7.5. The need to develop protection protocols for groups at greater exclusion risk.

The conclusions drawn from the *Purdah Project* (see Chapter 4) also revealed that the *Disaster* had borne negative psychological consequences for the most vulnerable groups that resembled the effects suffered by other groups studied earlier by Hodgkinson and Stewart³⁷ (1998), showing links between: intrusive memories, cognitive appraisal, new dysfunctional beliefs, and post traumatic stress reactions.

- intrusive memories;
- cognitive appraisal;
- new dysfunctional beliefs to explain and, finally,
- post traumatic stress reactions.

As a result, the experience derived from this Thesis invites both academics and scientists to design psychological and psychiatric support programmes to respond to complex Southern realities and, especially, for workers and families associated with International Buyers' Supply Chain production centres that may find themselves involved in crises resembling the Spectrum factory collapse.

6.7.6. The need to build a local labour accident database (for Bangladesh's RMG industry) as well as similar databases on a global level.

A key hurdle found by this Thesis was the lack of a consolidated labour accidents/*Disasters* database with cost data.

As a result, the Thesis also invites local business associations (like BGMEA and BKMEA), International Buyers, and the International Trade Union Federation (ITGLWF) to build such databases to enable hazard comparisons across countries and within countries.

This would help all stakeholders to gain a better understanding of factors contributing to Vulnerability, even if past impacts cannot be directly equated with future Vulnerability.

6.7.7. Developing insurance instruments for the bottom of the pyramid.

The last Thesis proposition focuses on the international insurance industry, engaging players to develop specifically designed insurance schemes to manage these risks and accidents in complex LDC settings.

To show the viability of such *solutions*:

- First, I developed a simplified actuarial formula to calculate the risk premium that would have been necessary to insure the 64 workers who died as a result of the Spectrum factory collapse, based on the labour accidents reported and recorded by the RMG industry over the past decade and, also,
- I also calculated the costs for this risk premium, using the price of an insurance policy in Spain to cover a risk of this kind.

³⁷ Hodgkinson, P.E. and Stewart, M. (1998) *Coping with Catastrophe: a handbook of post-disaster psychosocial aftercare*. London. Routledge.

a. Reference scenario

Thus, I previously mentioned, the first step in this simulation exercise involved the elaboration of the following list of accidents, officially recorded at *formal* factories in Bangladesh’s RMG industry:

Table 6.11.- Accidents in RMG Sector.

Accident Date.	Factory Name.	Number of Casualties.
1990.	Saraka Garments, Ltd.	32.
1995.	5 Poster Industries.	10.
1996.	Trimud/ Suntex.	11.
1996.	Lusaka Garments, Ltd.	22.
1996.	Navelli Garments, Ltd.	5.
1996.	Tamanna Garments, Ltd.	27.
1996.	Tohidul Fashion, Ltd.	14.
1997.	Rahman & Rahman, Ltd.	22.
1997.	Shanghai & Zahanara Garments, Ltd.	24.
1997.	Jahanara Fashion, Ltd.	20.
1998.	Phoenix Garments, Ltd.	10.
1999.	Rose Garments, Ltd.	5.
2000.	Globe Knitting, Ltd.	12.
2000.	Dora Garments, Ltd.	12.
2000.	Chowdhury Knitwears, Ltd.	53.
2000.	Macro Sweater, Ltd.	23.
2001.	Miko Sweaters, Ltd.	24.
2004.	Omega & Shifa Apparels, Ltd.	8.
2004.	Chowdhury Knitwear*.	23.
2005.	Sun Knitting & Processing, Ltd.	23.
2005.	Spectrum Sweaters, Ltd.	64.
2006.	KTS.	62.
2006.	Phoenix Building.	22.
2006.	Imam Group.	57 injured workers.
2006.	Sayem Fashions	3.

b. Accident rate calculations.

Secondly, this simulation exercise focused on calculating RMG industry’s accident rate, based on the accidents detailed on Table 6.14 above and using the following formula:

$$S = \frac{\sum_{i=2001}^{2006} T_i^a}{T}$$

Where:

- T_i^a = Number of workers injured in year “i” (286);
- Total number of workers at risk during that period (5,000,000)
- This brings Bangladesh’s RMG industry accidents;
- dent rate to: $S = 0.0000572$.

c. Insurance Premium Calculations.

Next, the cost for a *risk premium* was calculated for Spectrum, the factory where the accident took place, based on the following hypotheses:

- *Insured capital per Spectrum deceased worker.* A reference sum of € 2,500 was calculated as the average cost of compensations pledged by INDITEX to the families of workers who died at Spectrum;
- *Number of workers:* 1,200 workers (estimated consolidated Spectrum headcount for two working shifts at the time of the accident);
- *Accident rate* (theoretical, used only for this specific case): 0.0000572.
- *Adjustment rate:* Neutral and equivalent to 1.

The *insurance premium* with no additional charges for this theoretical scenario, with a group of 1,200 workers, according to (i) above-mentioned hypotheses, (ii) the insured principal per worker (€ 2,500), and (iii) the cited accident rate, would add up to, at least, € 171.6.

Summing up, this figure for an *insurance premium* with no additional charges is immaterial when compared not only to the investments made by Spectrum factory owners and their revenue streams before the accidents, but also to the compensations paid by several stakeholders present at the accident arena, as noted in the following Table 6.12:

Table 6.12.- Summary of Contributions Made by International Buyer.³⁸

Company.	Country.	Contribution Amount.	Intervention.	Duration.	Situation.
Carrefour	France/Belgium	€15,000	SGRP.	2005-2006.	Paid.
KarstadtQuelle	Germany	€100,000*	FTRS.	2006-2007.	Paid.
KarstadtQuelle	Germany	€100,000**	ITGLWF/INDITEX Spectrum Scheme.	2005-2010.	Unpaid.
Scapino	Netherlands	Not available.	FTRS.	2006-2007.	Not available.
Cotton Group	Belgium	Not available.	FTRS.	2006-2007.	Not available.
Steilmann.	Germany	Not available.	FTRS.	2006-2007.	Not available.
INDITEX, S.A.	Spain.	€35,000	Emergency Relief Scheme.	2005-2006.	Paid.
INDITEX, S.A.	Spain.	€533,3231 ¹	ITGLWF/INDITEX Spectrum Scheme.	2005-to date.	Partially Paid.

³⁸ See Chapter 3.

New Wave Group.	Sweden.	€5,000	ITGLWF/INDITEX Relief Scheme	2005-to date**.	Unpaid.
Solo Invest.	France.	€5,000	ITGLWF/INDITEX Relief Scheme	2005-to date**.	Unpaid.
Migros.	Switzerland.	€10,000	ITGLWF/INDITEX Relief Scheme	2005-to date**.	Unpaid.
Spectrum Sweaters.	Bangladesh.	€79,842***	C o m p e n s a t i o n under the Workmen’s Compensation Act and BGMEA top up= 64x 100,000 Taka**** as at 25.5.05 Injury compensation paid under the same Act Amounts not known.	2005-2010.	Paid.
Total Voluntary Contributions (Committed, Unpaid and Paid)		878,165			

This sum for an *insurance premium* with no additional charges would also have seemed *immaterial* if this exercise had been conducted to calculate a possible death and handicap (total and/or permanent) coverage for workers at a similar textile factory based in Spain.

This aspect would have been empirically contrasted if an *insurance premium* –with no additional charges- had been quoted in Spain to include:

Table 6.13.- Quotation for an Insurance Premium With No Additional Charges for a Spain-Based Textile Factory Resembling Spectrum.

Scenarios.	Annual Premiums.
100%	11,880.00
50%	5,940.00
25%	2,970.00

Noting that:

- Scenario percentages refer to the headcount share quoted in the theoretical example, and
- resulting teoretical premiums have been calculated at current fees in Spain at the time this Thesis was completed.

6.8. TABLE FOOTNOTES

- 1 As a Carrefour Supplier.
- 2 As members of AVE.
- 3 Through BSCI Board.
- 4 Through BSCI Board.
- 5 A non-relational strategy that, as such, excluded actions shared with other local stakeholders like BGMEA, as clearly shown by its "Proposal/Budget" sent on the 24th April by Friendship to Carrefour, remarking that: "... no policy of rehabilitation or compensation has been discovered by us so far. The owners and the BGMEA may have something in their mind but they really do not have the experience or expertise to handle the compensation system effectively..." (Miller, D., 2010)
- 6 Noting that Carrefour did not any signal of any intention to accompany the Mission (International Buyers Missions) to Bangladesh (Miller, D. 2010)
- 7 Finally, "UNI-Carrefour" accepted the Friendship approach and formally requested that CCC stop campaigning against the company (Miller, D. 2010)
- 8 Specifically in the comment included in the press release issued by BSCI after the second day on the field work (First International Buyers Mission): Although Scapino and Steilmann were on board in the early stages they did not apparently commit any funding. Steilmann was taken over by the Italian Group Miro Radici during 2006 (Miller, D. 2010)
- 9 In order to obtain accurate figures to calculate compensations and simultaneously to avoid the following comments with damaged the process to build up trust among all stakeholders involved:
"...Foreign Buyers found 'certain mystery' in figures of casualties in the April 11 collapse of the 9-storey building of the Spectrum Sweater and Knitting Limited. The BGMEA counted the death toll at 64, Rapid Action Battalion at 74 and the Savar police registered deaths of 59 people. To bring an end to the confusion, we have asked the BGMEA to make a complete list of dead and injured workers,' said a meeting source, adding that the government would do everything to ensure compliance in the readymade garment sector..."
<http://newsfrombangladesh.net/view.php?hidRecord=49284> (Last entry February 2, 2011)
- 10 Due to the Spectrum factory records have been allegedly destroyed, the BGMEA at the request of the local Trade Unions, has set up a makeshift office to establish a precise number of workers. Some of the local unions and labour rights organisations claim a figure of 5000 (Arens: 6), against a figure of 2,700 (combined Shahriyar Fabrics (1500) and Spectrum Sweater 1200) Those who have registered on the BGMEA list have not yet been paid their outstanding wages for the shifts worked in the month preceding the collapse (Miller, D. 2010).
- 11 As reported by Daily Star Web Edition (Vol. 5 Num 324), "... the half of the outstanding salaries and overtime duty gave to all affected workers and their families to a high vulnerable situation:
 "... They gave me Tk 1,100 against my due salary of Tk 2,200, saying we should realize the loss of our owner..." Said a helpless Achhia, adding, "... the authorities also refused to give me two months outstanding bills for my overtime duty...
 Or those other gathered by the bipartite team comprised by:
 "... I received 2000 Taka twice for treatment from the management. I did not get any compensation. Instead of 2000 Taka salary I was given only 1300 and 20 days salary and 10 days overtime are still due..." (worker at the 7th floor).
 I worked there for 8 months. I was eating together with two other persons on the 4th floor when suddenly the light went off and things started falling. A pillar fell on my right hand fingers, breaking them. My hips, legs and eyes are still very painful. One of the other persons who were with me died while the second person died on the way to the hospital. Their names were Jamal and Razzak. I was rescued the next morning at 11 o'clock. I was in Savar hospital for 3 days. Manager Bugari gave me 2000 Taka for medicines. BGMEA people came to the hospital and told me that I had to go to Farmgate hospital for my painful hips and legs. I was x-rayed and stayed in hospital for 11 days. I earned 1700 Taka per month, I still have to get salary for 20 days work and for 10 days overtime. I have three small sons and a small daughter (Cleaner 4th floor)
<http://www.cleanclothes.org/news/interviews-with-workers-survivors-and-relatives> (Accessed on February 2, 2011).
- 12 Specially to meet two of the key demands specifically placed to BGMEA by one of the key local Trade Unions on the "field" - the National Garment Workers Federations (NGWF):
 First, the 6000 workers of collapsed Spectrum and Shahriyar Garments factories must receive their monthly wage for March and April, and overtime payment for February, March and April and
 Second, factories should maintain employment for workers. If they cannot, they should provide adequate notice and legal compensation to those left jobless. filed for compensation as noted by the "Accident Act," rather than the Fatal Accident Act-1955, which is several times more than the accident act.
<http://digitalcommons.ilr.cornell.edu/cgi/viewcontent.cgi?article=1019&context=globaldocs> (Last entry February 2, 2011)
- 13 the National Garments Workers Federation (NGWF) and the Bangladesh Garments Independent Workers Federation (BGIWF) worked closed to CCC in conducting a research of the consequences of the Spectrum accident at grass root level.
- 14 Following Miller, D. (2010), CCC took legal counsel on the proposed Spectrum Scheme and approached the US based International Commission for Labor Rights (ICLR) and the Australian Law firm Slater Gordon for their views.
 The ICLR responded with the following recommendations:
 - the Spanish lump sum payments were favorable;
 - the European worker compensation schemes provided for 100 % replacement and recommended using purchasing power parity rather than the ratio of minimum wages for determining the lump sum amounts. In addition they commented on the duration and value of the envisaged pension for the dependents of the deceased and disabled, among others.
- 15 Although Scapino and Steilmann were on board in the early stages they did not apparently commit any funding. Steilmann was taken over by the Italian Group Miro Radici during 2006 (Miller, D. 2010)
- 16 "...Inditex (Zara) decided to contribute 35,000 Euros to cover urgent medical expenses and hospital bills for victims of the Spectrum/Shahriyar collapse. They also have undertaken to support the transfer and medical costs of two other workers to a different hospital where they could receive more appropriate medical care. Arrangements have been made with ITGLWF and Oxfam to ensure good distribution of these funds..."
<http://www.cleanclothes.org/news/spectrum-clients-visit-bangladesh> (Last entry February 2, 2011)

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