

Applications invited for Senior Legal Consultants and Legal Consultants

Advt. No. AA.11034/1/2021-CL&ES-Part(1)-2
Ministry of Electronics and Information Technology
Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi – 110003
Website: www.meity.gov.in

Applications are invited from Indian citizens, for their whole-time services as individual consultants, on a contractual basis, for an initial period of three years, extendable by two years, as per the following details:

S. No.	Category of consultants	Number of consultants
1	Senior Legal Consultant	Two
2	Legal Consultant	Three

1. Services to be rendered:

- (a) Analysis, recommendations, advice, opinion, comments and drafting relating to the following, including assistance in the processing and disposal of references in respect of the same:
 - (i) legislation, subordinate legislation, notifications, advisories, clarifications etc., pertaining to matters relating to cyber laws, administration of the Information Technology Act, 2000 and other information technology related laws and other business allocated to the Ministry of Electronics and Information Technology (MeitY) under the Government of India (Allocation of Business) Rules, 1961¹ [“AoBR”];
 - (ii) legislative and other proposals of a legal nature pertaining to matters dealt with by other Ministries/Departments of the Government of India and State Governments and referred to or taken up by MeitY for examination, inputs, comments etc.; and
 - (iii) treaties, agreements and conventions with any other country or countries and decisions made at any international conference, association or other body, dealt with by MeitY or referred to or taken up by it for examination, inputs, comments etc.
- (b) Legal, techno-legal and policy research, including analysis and interpretation of laws, regulations, treaties, agreements, conventions, policies, rules, guidelines, legal and regulatory frameworks etc. pertaining to cyberspace, data governance and data protection in legal jurisdictions outside India and in international law;
- (c) Participating in the processes and interactions associated with the aforesaid, including discussions, workshops, approval processes etc., and preparation of presentations, notes, records of discussions, minutes of meetings, and other documents related to the foregoing;
- (d) Any other work assigned in relation to the above.

Senior Legal Consultants will report to the Group Coordinator in charge of the Cyber Laws and Data Governance Division. Legal Consultants will report to senior Scientists in the Division. While the reporting officers for both will be as stated, for purposes of processing of matters,

¹https://cabsec.gov.in/writereaddata/allocationbusinessrule/completeaobrules/english/1_Upload_1187.pdf

they will be required to coordinate with other relevant Scientists in the Division.

2. **Age:** Candidate should not exceed the age of 62 years on the date of this advertisement.

3. **Eligibility:** Candidate should meet the eligibility criteria set out in Annexure-I.

4. **Terms of engagement:**

- (a) **Term:** The consultant will be engaged for a term of three years, which may be extended on the basis of performance review and mutual agreement by up to one year at a time, subject to the total term including extensions not exceeding five years. Extension beyond five years may be considered under exceptional circumstances with the approval of Secretary, MeitY, on the basis of mutual agreement. However, no extension will be given beyond the age of 65 years.
- (b) **Performance review:** Continuation of the engagement of the consultant will be contingent upon performance of their services against key performance indicators set for him/her by a performance review committee constituted by MeitY being assessed as satisfactory in annual reviews by such committee upon completion of each year of their term. The said committee will ordinarily set the said indicators after interaction with the consultant within the first three months of each year of the consultant's term, revisit the same after six months of each year of the term for any modifications and/or feedback, and undertake review of the performance against the indicators set/modified within the first three months of completion of each such year.
- (c) **Location:** The consultant shall function from the office premises of MeitY. MeitY may also occasionally depute the consultant to other locations for performance of services.

5. **Other terms and conditions:**

- (a) **Payment:** Payment of the consolidated compensation will be made by MeitY on a monthly basis, based on the biometric attendance registered by the consultant and its certification by the reporting officer designated by MeitY for the consultant.
- (b) **Leave:** Consultants will be entitled to leave of absence at the rate of 1.5 days for each completed month and reckoned on *pro rata* basis for any part of a month. Leave entitled to but not availed of during any completed year of the term will not be carried over beyond completion of the year.

MeitY may terminate the engagement of services of the consultant without any compensation for such termination in case the consultant is absent without leave for more than 15 days in any period of 12 months.

Women consultants will be eligible to avail of maternity leave as per the provisions of the Maternity Benefit Act, 1961.

- (c) **Reimbursement of travel expenses:** No claim on account of travel expenses shall be admissible for reporting at MeitY's premises at the commencement or completion of the term of the consultant. However, consultants may be reimbursed expenses incurred for travel undertaken within India in connection with services rendered with the approval of the competent authority in MeitY for such travel and subject to such extent, restrictions and terms as MeitY may determine.
- (d) **Maintaining confidentiality:** The consultant will treat the information made available to him/her by MeitY or by third parties in connection with the performance of the services for which he/she is engaged as confidential and use it only for the purpose of such performance. He/she will exercise the same degree of care as a person would normally exercise to protect their own proprietary information, having regard to the nature of the information. He/she will, upon completion of their term or upon

MeitY requiring him/her to do so, whichever is earlier, either return to MeitY such information or shall certify to MeitY that all media containing such information have been destroyed.

- (e) **Legal status:** The consultants will not be regarded for any purposes as an employee or official or representative of MeitY. Further, the relationship between MeitY and the consultant will not be one of an employer and employee, or of a principal and its agent.
- (f) **Standards of conduct:** In general, the consultant will neither seek nor accept instructions from any authority external to MeitY in connection with the performance of his/her services to MeitY. He/she will not take any action in respect of or related to the performance of the services for which he/she is engaged by MeitY which may adversely affect the interests of MeitY, and will perform such services with the fullest regard to the interests of MeitY. The consultant will not offer any direct or indirect benefit arising from or related to the performance of services for which he/she is engaged by MeitY, or for the award of such services to him/her by any representative, official, employee or agent of MeitY. The consultant will comply with all laws, rules and regulations bearing upon the performance of the said services, and will comply with such other standards of conduct as MeitY may direct. Failure to comply with the same will constitute grounds for termination of the services engaged for cause.
- (g) **Title rights, copyrights, patents and other proprietary rights:** Title to any equipment and supplies that may be furnished by MeitY to the consultant for the performance of the services engaged by MeitY will vest in MeitY and any such equipment etc. will be returned to MeitY upon completion of the consultant's term or its termination or when it is no longer needed by the consultant, whichever is earliest. Such equipment will be returned to MeitY in the same condition as it was in when delivered to the consultant, subject to normal wear and tear, and the consultant will be liable to compensate MeitY for any damage or degradation of such equipment etc. beyond normal wear and tear.
- (h) **Intellectual property and other proprietary rights:** MeitY will be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, in respect of products, processes, inventions, ideas, knowhow or documents and other materials which the consultant may develop for MeitY and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the service engaged by MeitY. Subject to the aforesaid, all plans, reports, estimates, recommendations, documents and all other data compiled or received by the consultant in the course of rendering the services engaged by MeitY will be the property of MeitY, will be made available for use or inspection by MeitY at all reasonable times and in reasonable places, will be treated as confidential and will be delivered only to persons authorised by MeitY upon completion of the services rendered.
- (i) **Confidential nature of documents and information:** The consultant will be subject to the provisions of the Official Secrets Act, 1923. The consultant will not, except with the previous sanction of MeitY or in the *bona fide* performance of his/her services, publish a book or a compilation of articles or participate in radio broadcast or contribute an article or write a letter in any newspapers or periodical either in his own name or anonymously or pseudonymously in the name of any other person, if such book, article, broadcast or letter relates to subject matter assigned to him by MeitY.
- (j) **Use of name, emblem or official seal of the MeitY:** The consultant will not advertise or otherwise make public for purposes of commercial advantage that he/she has a contractual relationship with MeitY, and nor will he/she, in any manner whatsoever,

use the name, emblem or official seal of MeitY, or any abbreviation of the name of MeitY, in connection with his/her business or otherwise, without the written permission of MeitY.

- (k) **MeitY not liable for compensation for death, injury or illness:** In the event of the death, injury or illness of the consultant attributable to the performance of services on behalf of MeitY while the consultant is travelling at MeitY's expense or is performing any such service in any offices or premises of MeitY or the Government of India, the consultant or his/her dependants, whichever is appropriate, will not be entitled to any compensation.
 - (l) **Tax deduction at source:** Income-tax or any other tax liable to be deducted at source as per extant law will be so deducted while making payments, for which MeitY will issue requisite certificate of such deduction. MeitY undertake no liability for taxes on payments made for the consultant's services engaged by it, or for any statutory contributions payable by or in relation to the consultant for such services.
 - (m) **Prohibition of sexual exploitation and abuse:** In the performance of his/her services, the consultant will comply with the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013. Any breach of the said provisions will constitute a breach of the terms of engagement of the consultant's services by MeitY and, in addition to any other legal rights or remedies available to any person, will give rise to grounds for termination of the said engagement of service. Further, MeitY will be free to refer any alleged breach of the said provisions to relevant authorities for appropriate action.
- 6. Whole-time engagement:** The consultant's services will be engaged on whole-time basis and he/she will not render services to or take up employment with any other person during the term of such engagement.
- 7. Settlement of disputes and arbitration:** MeitY and the consultant will endeavour to amicably settle any dispute, controversy or claim arising out of the engagement of the consultant's services by MeitY, or any breach, termination or invalidation thereof. Any such dispute, controversy or claim, unless settled amicably as aforesaid, will be referred for arbitration by an arbitrator mutually agreed to between MeitY and the consultant.
- 8. Termination:** Both MeitY and the consultant may terminate the engagement of the consultant's services by MeitY, by giving one month's notice or salary in lieu thereof.
- 9. Selection process:** Applications will be screened on the basis of eligibility criteria. Applicants may be shortlisted for interaction on the basis of a qualitative assessment of their overall profile. Selection of candidates for engagement as consultants will be made by MeitY in its discretion.
- 10. Application process:** Eligible individuals should email a scanned copy of their duly completed application form, as set out in Annexure-II for Senior Legal Consultants and Annexure-III for Legal Consultants, along with their bio-data, to gccyberlaw@meity.gov.in within 21 days of the release of the advertisement in the newspaper.
- 11. General conditions:**
- (a) MeitY reserves the right to engage all or some or none of the consultants, or to cancel or withdraw the selection and engagement process at any stage, without assigning reasons.
 - (b) The consultants engaged will have no right or claim for any permanent engagement or employment with MeitY.

Eligibility criteria for Senior Legal Consultant:

Qualification:	LLB from a recognised institute/university
Experience:	(i) Minimum 8 years' experience in legal policy / legal practice; <u>and</u> (ii) Membership of the Bar Council of India; <u>and</u> (iii) At least one legal research paper published in a peer-reviewed law journal; <u>or</u> At least three legal policy commentaries/briefs/reviews published by law journals, media, policy research organisations and industry associations; <u>or</u> Any degree/diploma/certificate in Cyber Law or Information Technology from a recognised institute/university; <u>or</u> Total experience in legal policy / legal practice of over 10 years
Consolidated remuneration:	Rs. 2.5 lakh per month

Eligibility criteria for Legal Consultant:

Qualification:	LLB from a recognised institute/university
Experience:	(i) Minimum 5 years' experience in legal policy / legal practice; <u>and</u> (ii) Membership of the Bar Council of India; <u>and</u> (iii) At least one legal research paper published in a peer-reviewed law journal; <u>or</u> At least two legal policy commentaries/briefs/reviews published by law journals, media, policy research organisations and industry associations; <u>or</u> Total experience in legal policy / legal practice of over 8 years
Consolidated remuneration:	Rs. 2 lakh per month

APPLICATION FOR SENIOR LEGAL CONSULTANT

To:

The Group Coordinator (Cyber Laws and Data Governance)
 Ministry of Electronics and Information Technology
 Electronics Niketan, 6, CGO complex
 Lodhi Road, New Delhi – 110 003
 Email: gccyberlaw@meity.gov.in

Passport size
 photograph of
 applicant to be
 affixed and signed
 across

1.	Name in full (in block letters)				
2.	Date of birth				
3.	Mailing address				
4.	Permanent address				
5.	Email address				
6.	Telephone/mobile no.				
7.	Educational qualification(s) {Please attach copy/copies of relevant degree/diploma course(s) / certificate(s)}:				
	Course	Subject	University / Institute	Year of Passing	Percentage / Grade-point score (please specify both the score secured and the maximum score)
8.	Work experience:				
	Organisation	Position held	Period		Whether it involved legal policy / legal practice (Yes/No)
			From	To	

9.	Membership of Bar Council of India: (Please specify membership details and attach copy of proof of membership)					
10.	Other eligibility criteria:					Details regarding the criteria fulfilled (Please attach copy of paper/commentary/brief/review/degree/diploma/certificate or document to prove requisite experience)
	At least one legal research paper published in a peer-reviewed law journal; <u>or</u>					
	At least three legal policy commentaries/briefs/reviews published by law journals, media, policy research organisations and industry associations; <u>or</u>					
	Any degree/diploma/certificate in Cyber Law or Information Technology from a recognised institute/university; <u>or</u>					
	Total experience in legal policy / legal practice of over 10 years					
11.	Other experience:					
12.	Other publications / recognition / awards / briefs / journals research papers (Please specify details and attach supporting documents):					
13.	Last remuneration:					

DECLARATION:

I hereby declare that all statements made in this application are true, complete and correct to the best of my knowledge and belief. I understand that if the information furnished by me in this form or my bio-data as submitted with this form is found to be false or omits to specify material facts, or is incomplete, my candidature may be rejected and, in case I have been engaged as Senior Legal Consultant, such engagement is liable to be terminated without any compensation or recourse. I also confirm that I have read the advertisement no. AA.11034/1/2021-CL&ES-Part(1)-2 issued by the Ministry of Electronics and Information Technology and accept all the terms and conditions for engagement as Senior Legal Consultant by the Ministry.

Attachment: Bio-data

Date:		Signature of applicant:	
Place:		Name of applicant:	

APPLICATION FOR LEGAL CONSULTANT

To:

The Group Coordinator (Cyber Laws and Data Governance)
 Ministry of Electronics and Information Technology
 Electronics Niketan, 6, CGO complex
 Lodhi Road, New Delhi – 110 003
 Email: gccyberlaw@meity.gov.in

Passport size
 photograph of
 applicant to be
 affixed and signed
 across

1.	Name in full (in block letters)				
2.	Date of birth				
3.	Mailing address				
4.	Permanent address				
5.	Email address				
6.	Telephone/mobile no.				
7.	Educational qualification(s) {Please attach copy/copies of relevant degree/diploma course(s) / certificate(s)}:				
	Course	Subject	University / Institute	Year of Passing	Percentage / Grade-point score (please specify both the score secured and the maximum score)
8.	Work experience:				
	Organisation	Position held	Period		Whether it involved legal policy / legal practice (Yes/No)
			From	To	

9.	Membership of Bar Council of India: (Please specify membership details and attach copy of proof of membership)					
10.	Other eligibility criteria:			Details regarding the criteria fulfilled (Please attach copy of paper/commentary/brief/review/degree/diploma/certificate or document to prove requisite experience)		
	At least one legal research paper published in a peer-reviewed law journal; or					
	At least two legal policy commentaries/briefs/reviews published by law journals, media, policy research organisations and industry associations; or					
	Total experience in legal policy / legal practice of over 8 years					
11.	Other experience:					
12.	Other publications / recognition / awards / briefs / journals research papers (Please specify details and attach supporting documents):					
13.	Last remuneration:					

DECLARATION:

I hereby declare that all statements made in this application are true, complete and correct to the best of my knowledge and belief. I understand that if the information furnished by me in this form or my bio-data as submitted with this form is found to be false or omits to specify material facts, or is incomplete, my candidature may be rejected and, in case I have been engaged as Legal Consultant, such engagement is liable to be terminated without any compensation or recourse. I also confirm that I have read the advertisement no. AA.11034/1/2021-CL&ES-Part(1)-2 issued by the Ministry of Electronics and Information Technology and accept all the terms and conditions for engagement as Legal Consultant by the Ministry.

Attachment: Bio-data

Date:		Signature of applicant:	
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Place:		Name of applicant:	
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