

Application invited for the post of Legal Consultants

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

The Ministry of Electronics and Information Technology (MeitY) is inviting application from individual, who is citizen of India, for the following positions on contract or consolidated basis for initially be for a period of three years, extendable as per Government instruction.

Sr. No.	Name of the Post	No.
1.	Senior Legal Consultant	02
2.	Legal Consultant	03

1. Primary job duties/responsibilities include the following:

- a) Legislative drafting of Bills / rules / regulations / policies / guidelines / advisories related to Information Technology Act, 2000 and its amendments and other cyber related laws.
- b) Analysis and recommendations relating to new laws / regulations pertaining to new / emerging areas.
- c) Legal / Techno-Legal Research including analysis and interpretation of existing as well as emerging international laws, regulations, Acts, Conventions, Treaties, Multilateral and Bilateral co-operation, policies, rules, guidelines legal and regulatory framework etc. in the cyber space, including information and communications technology, internet, cyber security, privacy and related areas and suitable recommendations.
- d) Any other policy / research work relating to cyber domain, as may be assigned.
- e) Assist in dealing with Public Grievances and RTIs relating to Cyber Laws.
- f) Update guidelines, rules, regulations, policies and advices in line with international best practices and evolving needs of the country.
- g) Provide opinions / advice on the technical and legal aspects of the Cyber Laws.
- h) Coordination with other Ministries / Departments / other stakeholders in relation to the Cyber Laws.
- i) Prepare presentations, notes, meeting minutes, and other necessary documents as part of the engagement to aid in discussions, workshops and approvals processes at the ministry.
- j) Any other work assigned related to above mentioned activities.

2. Age:

Candidates below the age of 45 years and above the age of 25 years as on the date of this advertisement are eligible to apply.

3. Eligibility:

See Annexure-I.

4. Term of office and location:

- (a) The appointment is on contract, initially for a period of three years, extendable by two years on the basis of evaluation of performance by the Ministry of Electronics and Information Technology.
- (b) The MeitY can terminate the contract at any time without prior notice and without providing any reason for it. However, in the normal course it will provide one month's notice to the Consultant. The Consultant can also seek for termination of the contract upon giving one month's notice to the MeitY.
- (c) Settlement of Disputes: MeitY and the Consultant shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Contract or the breach, termination or invalidity thereof.
- (d) Arbitration: Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to the Secretary, MeitY for arbitration. The Secretary, MeitY may appoint an arbitrator for the settlement of the controversy.
- (e) Conflict of Interest: The Consultant shall be expected to follow all the rules and regulations of the Government of India which are in force. He/she will be expected to display utmost honesty, secrecy of office and sincerity while discharging his/her duties. In case the services of the Consultant are not found satisfactory or found in conflict with the interests of the MeitY/Government of India, his/her services will be liable for discontinuation without assigning any reason.
- (f) The position is based in Electronics Niketan, 6, CGO Complex, Delhi – 110003.

5. Other terms and conditions:

- (a) Consultants shall be eligible for 8 days' leave in a calendar year. Un-availed leave in a calendar year cannot be carried forward to next calendar year. The Ministry would be free to terminate the services in case of absence of a consultant by more than 15 days beyond the entitled leave in a calendar year.
- (b) No TA/DA shall be admissible for joining the assignment or on its completion. However, Consultants shall be allowed TA/DA for their travel inside the country in connection with the official work after approval of Joint Secretary concerned.
- (c) The reservation policy will be applicable as per laid down guidelines/ instructions of DOPT.
- (d) The appointee will be bound to maintain confidentiality of the information of the Government
- (e) Legal Status: The consultants shall have the legal status of an independent Consultant and shall not be regarded for any purposes, as being either a "staff member" of MeitY or an "official" of MeitY. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between MeitY and the consultant.
- (f) Standards of Conduct: In general the Consultant shall neither seek nor accept instructions from any authority external to MeitY in connection with the performance of his/her obligations under the Contract. The Consultant shall not take any action in respect of performance of the Contract or otherwise related to his/her obligations under the Contract that may adversely affect the interests of MeitY, and the Consultant shall perform its obligations under the Contract with the fullest regard to the interests of MeitY. The Consultant warrants that he/she has not and shall

not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of MeitY. The Consultant shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his/her obligations under the Contract. In the performance of the Contract the Consultant shall comply with the standards of Conduct. Failure to comply with the same is grounds for termination of the Consultant 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 any obligations under the Contract shall rest with MeitY and any such equipment shall be returned to MeitY at the conclusion of the Contract or when no longer needed by the Consultant. Such equipment, when returned to MeitY, shall be in the same condition as when delivered to the Consultant, subject to normal wear and tear, and the Consultant shall be liable to compensate MeitY for any damage or degradation of the equipment that is beyond normal wear and tear.
- (h) MeitY shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Consultant has developed for MeitY under the Contract 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 Contract, and the Consultant acknowledges and agrees that such products, documents and other materials constitute works made for hire for MeitY. Subject to the foregoing provisions, all plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Consultant under the Contract shall be the property of MeitY, shall be made available for use or inspection by MeitY at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to MeitY authorized officials on completion of work under the Contract.
- (i) Confidential Nature of Documents and Information: The Consultant would be subject to the provisions of the Indian Official Secrets Act, 1923. The Consultant shall not, except with the previous sanction of MeitY or in the bona fide discharge of his or her duties, 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 shall not advertise or otherwise make public for purposes of commercial advantage that he/she has a contractual relationship with MeitY, nor shall the Consultant, 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) In the event of the death, injury or illness of the Individual consultant which is attributable to the performance of services on behalf of MeitY under the terms of the Contract while the Consultant is travelling at MeitY expense or is performing any services under the Contract in any offices or premises of MeitY or Government of India, the Consultant or the Consultant's dependents, as appropriate, shall not be entitled to any compensation

6. Selection process:

- (a) Appointments will be made by the Ministry of Electronics and Information Technology, acting in a selection mode. Where the Ministry is satisfied in respect of outstanding individuals, it may also consider individuals in relaxation of the eligibility criteria.

- (b) The Ministry reserves the right to cancel or withdraw the selection and appointment process at any stage, without assigning reasons.

7. Application process:

Applicants may email the scanned copy of their duly completed application form (as in Annexure-II), along with their curriculum vitae to gccyberlaw@meity.gov.in within 21 days of release of advertisement in the newspapers.

8. General Conditions applicable to all applicants covered under this advertisement:

- (a) The Ministry reserves the right to fill all or some or none of the positions advertised without assigning any reason as it deems fit.
- (b) The positions are purely temporary in nature for the project of the Ministry and the appointees shall not derive any right or claim for permanent appointment at the Ministry or on any vacancies existing or that shall be advertised for recruitment by the Ministry in future.
- (c) The maximum age shall be as on the last date of receipt of the applications. Screening of applications will be based on qualifications, age academic record and relevant experience.

Job Description: Senior Legal Consultant

Position	Senior Legal Consultant
Required Qualifications	LLB from recognised institute/university
Experience	<p>(i) Minimum 8 years' experience in legal policy / legal practice <u>And</u></p> <p>(ii) Membership of Bar Council of India <u>And</u></p> <p>(iii) At least one legal research paper published in a peer-reviewed law journal <u>Or</u></p> <p>At least three legal policy commentaries/briefs/reviews published by law journals, media, policy research organisations and industry associations <u>Or</u></p> <p>Any degree/diploma/certificate in Cyber Law or Information Technology from a recognised institute/university <u>Or</u></p> <p>Total experience in legal policy / legal practice of over 10 years</p>
Remuneration	Rs. 2.5 Lakhs per month (consolidated)

Job Description: Legal Consultant

Position	Legal Consultant
Required Qualifications	LLB from recognized Institute/University.
Experience	<p>(i) Minimum 5 years' experience in legal policy / legal practice <u>And</u></p> <p>(ii) At least one legal research paper published in a peer-reviewed law journal <u>Or</u></p> <p>At least two legal policy commentaries/briefs/reviews published by law journals, media, policy research organisations and industry associations <u>Or</u></p> <p>Total experience in legal policy / legal practice of over 8 years <u>And</u></p> <p>(iii) Membership of Bar Council of India</p>
Remuneration	Rs. 2 Lakhs per month (consolidated)

ANNEXURE-II

APPLICATION FORMAT FOR APPOINTMENT AS CONSULTANT IN THE MINISTRY OF ELECTRONICS AND INFORMATION TECHNOLOGY

1.	Application for the Consultant Post of :				
2.	Name in full (Block letters)				
3.	Date of Birth				
4.	Mailing Address				
5.	Permanent Address				
6.	Email Address				
7.	Telephone/Mobile No.				
8.	Education Qualification (copy(s) of relevant degree course):				
9.	Course	Subject	University/ Institute	Year of Passing	Division/Class
10.	Work Experience				
	Organization/ Institute/Post Held.	Period		Nature of Work /Area of Experience.	
		From	To		
11.	Other experience:				

I, hereby declare that the particulars furnished above are true and correct to the best of my knowledge and belief. I have read this document and ready to accept all the terms and conditions for engagement as Consultant.

Signature: _____

Place: _____