

F. No.A-12034/1/2022-Admn.I(LA) Pt.I  
Government of India  
Ministry of Law & Justice  
Department of Legal Affairs  
Admn.I (LA) Section

**Guidelines and Procedure for engagement of Young Professional in Department of Legal Affairs, Ministry of Law & Justice**

The following guidelines and procedure are being prescribed for engagement of Young Professional in the Department of Legal Affairs, Ministry of Law & Justice. These guidelines will come into effect from the date of approval by the competent authority in the Department of Legal Affairs.

**1. Purpose and Scope of Application**

**1.1** The Department of Legal Affairs is primarily mandated with rendering Advice to various Ministries and Departments of the Government of India on legal matters including interpretation of the Constitution and the laws, conveyancing and engagement of counsel to appear on behalf of the Union of India in the High Court and subordinate courts where the Union of India is a party. Department of Legal Affairs is also mandated to conduct of cases in the Supreme Court and the High Courts on behalf of the Central Government and on behalf of the Governments of States participating in the Central Agency Scheme. It is essential to have the Young Professionals in diverse spheres/fields of law who possess the requisite expertise and skill set. They should be high quality professionals, capable of lending their expertise in diverse spheres/fields of law suitable to the requirements of Department of Legal Affairs.

**1.2** The General conditions of Contracts for the services of Young Professional will be incorporated into their individual contracts.

**2. Definitions:** The following definitions apply for the purpose of the present instructions:

**2.1** "Young Professional" means a person with requisite qualifications and suitable experience engaged in an individual capacity to work in the Department of Legal Affairs.

**2.2** "Services" covers a range of services that are of an advisory or professional nature and are provided by the Young Professional. These services typically will be of specialized nature in tune with the tasks of the Department of Legal Affairs.

**3. Contractual terms and conditions**

**3.1** Legal Status: The Young Professional shall have the legal status of an independent Consultant vis-à-vis, Department of Legal Affairs and shall not be regarded for any purposes, as being either a "staff member" of Department of Legal Affairs, or an "official" of Department of Legal Affairs. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between Department of Legal Affairs and the Individual Young Professional.

### **3.2 Standards of Conduct:**

**3.2.1** In general the Young Professional shall neither seek nor accept instructions from any authority external to Department of Legal Affairs in connection with the performance of his/her obligations under the Contract. The Young Professional 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 Department of Legal Affairs and the Young Professional shall perform its obligations under the Contract with the fullest regard to the interests of Department of Legal Affairs. The Young Professional 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 Department of Legal Affairs. The Young Professional 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 Young Professional shall comply with the standards of Conduct. Failure to comply with the same is grounds for termination of the Young Professional for cause.

**3.2.2** Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Young Professional shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013". The Young Professional acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Contract. In addition, nothing herein shall limit the right of Department of Legal Affairs to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

### **3.3 Title Rights, Copyrights, Patents and Other Proprietary Rights:**

**3.3.1** Title to any equipment and supplies that may be furnished by Department of Legal Affairs to the Young Professional for the performance of any obligations under the Contract shall rest with Department of Legal Affairs and any such equipment shall be returned to Department of Legal Affairs at the conclusion of the Contract or when no longer needed by the Young Professional. Such equipment, when returned to Department of Legal Affairs, shall be in the same condition as when delivered to the Young Professional, subject to normal wear and tear, and the Young Professional shall be liable to compensate Department of Legal Affairs for any damage or degradation of the equipment that is beyond normal wear and tear.

**3.3.2** Department of Legal Affairs 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 Young Professional has developed for Department of Legal Affairs 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 Young Professional acknowledges and agrees that such products, documents and other materials constitute works made for hire for Department of Legal Affairs. Subject to the foregoing provisions, all plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Young Professional under the Contract shall be the property of Department of Legal Affairs, shall be made available for use or inspection by Department of Legal

Affairs at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to Department of Legal Affairs authorized officials on completion of work under the Contract.

**3.4 Confidential Nature of Documents and Information:** The Young Professional would be subject to the provisions of the Indian Official Secrets Act, 1923. The Young Professional shall not, except with the previous sanction of Department of Legal Affairs 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 Department of Legal Affairs.

**3.5 Use Of Name, Emblem or Official Seal** of the Department of Legal Affairs: The Young Professional shall not advertise or otherwise make public for purposes of commercial advantage that he/she has a contractual relationship with Department of Legal Affairs, nor shall the Young Professional, in any manner whatsoever, use the name, emblem or official seal of Department of Legal Affairs, or any abbreviation of the name of Department of Legal Affairs, in connection with his/her business or otherwise without the written permission of Department of Legal Affairs

**3.6 Insurance:** The Young Professional shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his/her obligations under the Contract, as well as for arranging, at the Young Professional's sole expense, such life, health and other forms of insurance as the Young Professional may consider to be appropriate to cover the period during which the Young Professional provides services under the Contract.

**3.7 Travel, Medical Clearance and Service Incurred Death, Injury or Illness:**

**3.7.1** Department of Legal Affairs may require the Young Professional to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of the Department of Legal Affairs.

**3.7.2** In the event of the death, injury or illness of the Individual consultant which is attributable to the performance of services on behalf of Department of Legal Affairs under the terms of the Contract while the Young Professional is traveling at Department of Legal Affairs expense or is performing any services under the Contract in any offices or premises of Department of Legal Affairs or Government of India, the Young Professional or the Young Professional's dependents, as appropriate, shall not be entitled to any compensation

**3.8 Force Majeure and other Conditions:**

**3.8.1** Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Young Professional.

**3.8.2** The Young Professional acknowledges and agrees that, with respect to any obligations under the Contract that the Young Professional must perform in or for any areas in which Department of Legal Affairs is engaged in, preparing to

engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract.

**3.9 Termination:** The Department of Legal Affairs 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 Young Professional. The Young Professional can also seek for termination of the contract upon giving one month's notice to the Department of Legal Affairs.

**3.10. Audits and Investigations:** Each invoice paid by Department of Legal Affairs shall be subject to a post-payment audit by auditors, whether internal or external, of Department of Legal Affairs or by other authorized and qualified agents of Department of Legal Affairs at any time during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. Department of Legal Affairs shall be entitled to a refund from the Young Professional for any amounts shown by such audits to have been paid by Department of Legal Affairs other than in accordance with the terms and conditions of the Contract. The Young Professional acknowledges and agrees that, from time to time, Department of Legal Affairs may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Young Professional generally relating to performance of the Contract. The right of Department of Legal Affairs to conduct an investigation and the Young Professional's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Young Professional shall provide his/her full and timely cooperation with any such inspections, post-payment audits or investigations. Such co-operation shall include, but shall not be limited to, the Young Professional's obligation to make available his/her personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to Department of Legal Affairs access to the Young Professional's premises at reasonable times and on reasonable conditions in connection with such access to the Young Professional's personnel and relevant documentation.

**3.11 Settlement of Disputes:** Department of Legal Affairs and the Young Professional 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.

**3.12 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, Department of Legal Affairs for arbitration. The Secretary, Department of Legal Affairs may appoint an arbitrator for the settlement of the controversy.

**3.13. Conflict of Interest:** The Young Professional 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 Young Professional are not found satisfactory or found in conflict with the interests of the Department of Legal Affairs/Government of India, his/her services will be liable for discontinuation without assigning any reason.

#### **4. Terms of reference**

**4.1** The tasks to be performed by the Young Professional shall be decided, as per requirements as deemed necessary by Secretary, Department of Legal Affairs and/or the Group Head of the Department of Legal Affairs to whose group the Young Professional is attached.

**4.2** The terms of reference are mandatory and shall form part of the individual contract. The terms of reference shall include the outputs to be delivered and the functions to be performed. The outputs and functions shall be specific, measurable, attainable, results-based and time-bound.

#### **5. General Terms & Conditions**

**5.1. Tenure:** Engagement of Young Professional is for a fixed period, will be initially for a period of 1 year, but not exceeding 3 years for providing high-end professional services on specific spheres of law as per requirement of the department. However, their continuation in their respective position beyond the first and subsequent years, could be contingent on a satisfactory Annual Performance Review based on clearly defined Key Performance Indicators. Extension beyond three years may be considered under exceptional circumstances with the approval of Hon'ble Union Minister of Law & Justice.

**5.2.** Professionals with requisite qualification and experience as prescribed would be hired as Young Professional. As per Rule 177 of GFR 2017, the consulting services do not include direct engagement of retired Government servants.

**5.3** The Young Professional may be appointed on full-time basis and would not be permitted to take up any other assignment during the period of work with Department of Legal Affairs.

**5.4** The appointment of Young Professional is of a temporary nature and the Department of Legal Affairs can cancel the appointment at any time without providing any reason for it.

**5.5** Number of Young Professional: The total number of Young Professional to be engaged by the Department of Legal Affairs shall depend on the actual requirement at a particular point of time and provision of budget allocations.

**5.6** Place of Posting : New Delhi.

## 6. Educational Qualifications, Age, Experience and Remuneration:

**6.1 Educational Qualification:** In general following qualifications are required, however any specific Educational Qualifications may be prescribed as per actual requirement of the department.

Essential Qualification – LLM Degree from any recognized University. Preference will be given to persons with experience in research field.

Desirable - Persons with Ph.D and additional qualifications, research experience, published papers and post qualification experience in the relevant field would be preferred.

### 6.2 (a) Experience, Age and Remuneration:

Name of the Position	Experience in Years	Upper Age (limit)	Remuneration (Rs.)
Young Professional	2 year	32 years	60,000

6.2 (b) The consolidated remuneration provided will be inclusive of all applicable taxes and no other facility or allowance will be allowed.

6.3 (a) In case the contract is for more than one year, the remuneration may be reviewed after completion of one year on annual basis. The enhancement in remuneration will be based on his/her performance during the year after the recommendation of the Review Committee to be constituted duly approved by the Secretary, Department of Legal Affairs, as per the following criteria:-

Performance#	Enhancement in remuneration
Performed only routine/assigned work	Nil
Young Professional who have made significant contribution in his/her domain and have shown exceptional quality in providing the desired output as expected by higher authorities on the assigned specific task	Upto 5% of the remuneration with the approval of Secretary, Department of Legal Affairs
In exceptional cases, where the individual Young Professional demonstrated exemplary performance in his/her domain and have made significant contribution in policy making and his or her articles have been published in reputed journals/magazines/newspapers or has authored book on law etc.	Upto 10% of the remuneration with the approval of Secretary, Department of Legal Affairs

#Performance is not to be judged merely on APR grading. Publications of articles in reputed journals/magazines/newspapers or books authored by the Young Professional/YP will be given extra weightage while evaluating/deciding cases for enhancement in remuneration etc.

6.3 (b) Total enhancement in remuneration shall not exceed 10% annually in any case.

6.3 (c) Notwithstanding anything mentioned above, in no case the remuneration of any Young Professional shall exceed 1.25 times of the initial remuneration.

6.4 Hiring criteria may be further defined for specific positions depending on the specific requirements and circumstances.

7. TA/ DA — The Young Professional may require to undertake domestic tours subject to approval of the competent authority and they will be allowed following TA/DA:-

<b>Position</b>	<b>Mode of Journey</b>	<b>Reimbursement of Hotel, Taxi and Food bills</b>
Young Professional	By Air (in Economy class) or by Rail in AC Two Tier	Hotel accommodation upto Rs.2250/- per day; taxi charges upto Rs.338/- day for travel within the city and food bills not exceeding Rs.900/- per day shall be allowed.

## 8. SELECTION PROCESS

8.1 The selection of Young Professional shall be made in accordance with the provisions contained in GFR 2017 under Rules 177 to 196 and Chapter 7 — Selection of Young Professional/Service Provider (para 7.1 and 7.2) Chapter — 6 (para 6.5) of Manual for Procurement for Consultancy and Other Services 2017.

8.2 The requirement of Department of Legal Affairs will be advertised from time to time on its website and/or in at least one newspaper (both Hindi and English)/Employment News/Rozgar Samachar, as the case may be, as determined by the competent authority in the Department of Legal Affairs at the time finalizing the process of recruitment/selection of Young Professional.

8.3 The applications received shall be screened/ shortlisted on the basis of Educational Qualifications, Experience in research field, post qualification experience etc. and any other proficiency desirable for the post. The shortlisted candidates shall be called for written (subjective questions) exams for merit based ranking and selection of candidates. The candidates shall be tested on (i) Constitution of India (ii) Indian Penal Code (iii) Code of Criminal Procedure (iv) Indian Evidence Act (v) Indian Contract Act (vi) Code of Civil Procedure (vii) Administrative Law (viii) Legislative Drafting

8.4 The panel of Shortlisted applications shall be placed before a Evaluation Committee with following composition.

Additional Secretary	Chairman
Joint Secretary & Legal Adviser	Member
Dy. Legal Adviser	Member

**8.5** The Evaluation Committee may devise its own method for selection of suitable candidates as per the requirement. The Evaluation Committee may recommend a panel of names of keeping in reserve list with appropriate validity.

**8.6** In certain exceptional cases, with the approval of the Hon'ble Union Minister of Law & Justice, selection from a single source as per GFR 2017 may also be considered. However, full justification for this must be given by the Evaluation Committee.

**8.7 Payment:** The payment will be released by Department of Legal Affairs within one week after completion of the month based on the biometric attendance registered by the Young Professional or on certification by concerned Group Head/Officer in-charge, in case the Young Professional has been deputed to other place.

- 9. Leave** - The Young Professional shall be entitled to leave of 8 days in a year on pro-rata basis. Further, the absence up to one month may be considered without remuneration. However, in exceptional crises for professional development, training etc. this condition may be relaxed by Secretary, Department of Legal Affairs. Apart from this the women Consultant may be eligible for maternity leave as per the Maternity Benefit (Amendment) Act, 2017 issued by Ministry of Labour and Employment vide no S-36012/03/2015-SS -1 dated 12th April, 2017.
- 10. Tax Deduction at Source:** The Income Tax or any other tax liable to be deducted as per the prevailing rules will be deducted at source before effecting the payment, for which the Department of Legal Affairs will issue TDS Certificate/s. Goods and Service Tax, as applicable shall be admissible to the Young Professional. The Department of Legal Affairs undertake no liability for taxes or other contribution payable by the Young Professional on payments made under this contract.
- 11. Police Verification:** Police verification of the Young Professional shall be done as per the latest instructions issued by MHA. In case the police verification is received as negative, the contract of Young Professional shall cease to exist with immediate effect without any notice.
- 12. Training:** After joining, a minimum of three days induction training (not to be paid) be organized for all the Young Professional.
- 13. Relaxation:** Where the Secretary, Department of Legal Affairs is of the opinion that it is necessary or expedient so to do, it may by order and for reasons to be recorded in writing, relax any of the provisions of these guidelines.