

Dated, the 6th November, 2023.

Subject : Procedure and Guidelines for Engagement of Junior Research Consultants (JRCs) on contractual basis in National Human Rights Commission.

The following guidelines and procedures are being prescribed for the engagement of Junior Research Consultants (JRCs) on contractual basis to provide consultancy services in the National Human Rights Commission until such time as these guidelines are amended or new guidelines are issued. These guidelines will come into effect from the date of issue.

1. Purpose and Scope of Application

The National Human Rights Commission is the apex human right watchdog body established by "The Protection of Human Rights Act, 1993" to protect and promote human rights in the country. Section 12 of the said acts provides myriad of function to the Commission which range from inquiring complaints of human rights violations, undertaking visits in detention centres, reviewing safeguards, studying international instruments on human rights, spreading human rights literacy, and so on. In order to fulfill its mandates, it has to be a dynamic and forward-looking organization. Therefore, it needs to work continuously on new and emerging issue of human rights and provide innovative solutions to effectively protect and preserve human rights of all. Hence, it requires access to a pool of skill sets having expertise in the field of human rights. It is essential to have Junior Research Consultants (JRCs) who possess the requisite skill sets. These JRCs will be expected to deliver in such areas where in-house expertise is not readily available within the framework of the Commission. They should be high quality professionals in the domain of social science or law, capable of lending their expertise in the field of human rights.

The general terms and conditions of engagement of Junior Research Consultants (JRCs) will be incorporated into their individual consultancy contracts.

2. Definition : The following definition applies for the purpose of the present instructions :

- i.) **"Individual Consultant"** means Junior Research Consultant (JRC).
- ii.) **"Consultancy Services"** covers a range of services that are of an advisory or professional nature and are provided by JRCs. These services typically involve providing expert or strategic advice e.g. management consultants, policy consultants or communications consultants. Advisory and project related Consultancy services which include, for example research, analysis of data and other material, preparation of reports/ status, notes briefs, minutes preparations for seminar and workshops, follow up actions etc., and any other related work as engaged by the Commission relating to various subjects from the perspective of emerging human rights issues.

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- iii.) **"Consultancy"** means the nature and purpose of engagement of JRC. The said Consultancy engagement will be governed by a specific contract providing for terms and conditions of engagement and by the directions, issued through Office Memorandum, post engagement, from time to time, by the Competent Authority.
- iv.) **"Competent Authority"** for the purpose of these guidelines, would be the **Chairperson, National Human Rights Commission** or any official who may specifically be delegated by the Chairperson.
- v.) The **Selection Committee and Screening Committee** shall be formed by the Competent Authority.
- vi.) **"Remuneration"** means a consolidated payment that will be processed by National Human Rights Commission on a monthly basis to the JRCs as per terms of engagement and is distinct from Salaries.

3. Consultancy terms and conditions

i.) **Legal Status** : The Individual Consultant shall have the legal status of an independent Consultant vis-à-vis National Human Rights Commission and shall not be regarded, for any purposes, as being either a "staff member" of National Human Rights Commission, or an "official" of NHRC. Accordingly, nothing within or relating to the Consultancy Contract shall establish the relationship of employer and employee, or of principal and agent, between NHRC and the Individual Consultant is only professional service provider.

ii.) **Standards of Conduct** : The Individual Consultant shall neither seek nor accept instructions from any authority external to NHRC in connection with the performance of their obligations under the Consultancy Contract. The Individual Consultants shall not take any action during their engagement in respect of the performance of the Contract or otherwise related to their obligations under the Contract that may adversely affect the interests of NHRC. The Individual Consultant shall perform their obligations under the Consultancy Contract with the fullest regard to the interests of NHRC. The Individual Consultant are enjoined not to offer any direct or indirect benefit arising from or related to performance of the Contract or the award thereof the Consultancy engagement to any representative, official, employee or other agent of NHRC. The Individual Consultant shall comply with all laws, ordinances, rules and regulations bearing upon the performance of their obligations under the Consultancy Contract. In the performance of the Consultancy Contract, the Individual Consultant shall comply with the Standards of Conduct. The rules and regulations with regard to discipline, conduct, punctuality etc., applicable to the regular employees of the Commission shall also be applicable on Individual Consultant during the period of the contractual engagement. Failure to comply with the same is grounds for termination of the Consultancy Contract governing the Consultancy. During the consultancy period, the Consultant cannot take up any other job/assignment.

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iii.) **Prohibition of Sexual Exploitation and Abuse** : During the performance of the Consultancy Contract, the Individual Consultant shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013" and any amendment in the law made consequently read with any rules or regulations issued in this regard by Government of India. Violation of the said provisions will constitute a breach of the terms of the Consultancy Contract and will attract penal provisions, including the termination of the contract. In addition, nothing herein shall limit the right of NHRC to refer any alleged breach of the foregoing standards of conduct to the relevant statutory authorities for appropriate legal action.

iv.) **Title Rights, Copyrights, Patents and Other Proprietary Rights** : Title to any equipment and supplies that may be furnished by NHRC to the Individual Consultant for the performance of any obligations under the Consultancy Contract shall rest with NHRC, and any such equipment shall be returned to NHRC at the conclusion of the Consultancy Contract or when no longer needed by such Individual Consultant. Such equipment, when returned to NHRC, shall be in the same condition as when delivered to the Individual Consultant, subject to normal wear and tear, and the Individual Consultant shall be liable to compensate NHRC for any damage or degradation of the equipment that is beyond normal wear and tear.

NHRC shall be entitled to all intellectual property and other proprietary rights, including, but not limited to copyrights with regard to inventions, ideas, know-how or documents and other materials which the Individual Consultant has developed for NHRC under the Consultancy Contract and which bear a direct relation to, or prepared or collected in consequence of, or during the course of the performance of the Consultancy Contract, and the Individual Consultant acknowledges and agrees that such documents and other materials constitute works made during the engagement for NHRC. Subject to the foregoing provisions, all reports, recommendations, documents and all other data compiled by or received by the Individual Consultant under the Consultancy Contract or as result of such Consultancy Contract shall be the property of NHRC. It shall be treated as confidential and shall be delivered only to NHRC authorized officials on completion of work under the Consultancy Contract.

v.) **Confidential Nature of Documents and Information** : The Individual Consultant shall be subject to the provisions of the Indian Official Secrets Act, 1923. The Individual Consultant shall not, except with the previous sanction of NHRC or in the bona fide discharge of their duties, publish a book or a compilation of articles or participate in TV / Radio broadcast / Social Media or contribute an article or write a letter in any newspapers or periodical either in their 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 them by NHRC. The Individual Consultant is prohibited from sharing any material that was created as part of the Consultancy or received during the engagement at the NHRC from external agencies or from within NHRC. In the event of premature termination or completing the Consultancy Contract, the Individual Consultant shall duly handover all related documents, communications, reports etc. to the reporting officer.

The Individual Consultant shall maintain devotion to duty and a high standard of moral during the term of engagement. The Individual Consultant shall also maintain a high standard of reputation and integrity commensurate with the responsibilities entrusted to them. The Individual Consultant shall maintain utmost secrecy in respect of matters which come to their notice by virtue of the assignment and shall ensure that no information, document or any other thing is leaked out because of mishandling of papers or their deliberations with other, or in any manner. The Individual Consultant will not disclose any fact which comes to their knowledge on account of such official attachment even after completion of term of assignment.

vi.) **Use of Name, Emblem or Official Seal of NHRC :** Individual Consultant shall not advertise or otherwise make public for purposes of commercial advantage that a contractual relationship exists with NHRC, nor shall the Individual Consultant, in any manner whatsoever, use the name, emblem or official seal of NHRC, or any abbreviation of the name of NHRC, in connection with any business, profession or otherwise without the written permission of NHRC.

vii.) **Insurance :** The individual Consultants shall be solely responsible for taking out and for maintaining Adequate insurance required to meet any exigency during the consultancy such as life, health and other forms of insurance as the individual Consultant as they may consider appropriate to cover the period during which they are engaged at their own expense.

viii.) **Travel, Medical Clearance and Service incurred Death, Injury or Illness :** NHRC may require the Individual Consultant to submit a Statement of Good Health from a registered physician prior to commencement of work in NHRC. In the event of the death, injury or illness of any Individual Consultant which is attributable to the performance of engagement on behalf of NHRC under the terms of the Consultancy Contract while the Individual Consultant is traveling at the expense of NHRC or is performing any responsibilities under the Consultancy Contract in any offices or premises of NHRC, the Individual Consultant or the Individual Consultant's dependents, as appropriate, shall not be entitled to any compensation.

ix.) **Force Majeure and other Conditions :** Force majeure 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 and control and without the fault or negligence of any Individual Consultant.

The Individual Consultants acknowledge and agree that, with respect to any obligations under the Consultancy Contract that they must perform in or for any areas in which NHRC is engaged in, preparing to engage in, 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 Consultancy Contract.

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x.) **Termination** : The NHRC can terminate the Consultancy Contract at any time without prior notice and without providing any reason for it. NHRC reserves the right to terminate the services of an Individual Consultant at any stage. However, in the normal course NHRC will provide one month's notice or one month remuneration without prior notice to the individual consultant. The Individual consultant can also seek for termination of the Consultancy contract upon giving one month's notice to the NHRC.

xi.) **Audit** : Each invoice paid by NHRC shall be subject to a post-payment audit by auditors, whether internal or external, of NHRC or by other authorized agency of NHRC at any time during the term of the Contract and for a period of two years following the expiration of premature termination of contract. NHRC shall be entitled to a refund from the individual consultant for any amounts shown by such audits to have been paid by NHRC other than in accordance with the terms & conditions of the Contract.

xii.) **Settlement of Disputes** : NHRC and the Individual Consultant shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Consultancy Contract or the breach, termination or invalidity thereof. Work related grievances, if any, should be processed as per the redressal mechanism established in NHRC.

xiii.) **Conflict of Interest** : The Individual Consultants shall be expected to follow all the rules and regulations which are in force. They will be expected to display utmost honesty, secrecy of office and sincerity while discharging their duties. In case the services of any Individual Consultant are not found satisfactory or found in conflict with the interests of the NHRC, their engagement will be liable for discontinuation without assigning any reason.

4. General Terms & Conditions

i.) **Job Description** : The work of Individual Consultants shall include research, analysis of data and other material, preparation of reports/status papers, notes briefs, minutes preparations for seminars and workshops, follow up actions etc. and any other related work as assigned from time to time. This would require demonstration of proven academic credentials, professional achievements and skill sets on the part of the aspirants.

ii.) **Engagement** : The engagements are not against any regular post and shall be on need basis on consolidated lump-sum contractual payment. The Individual Consultant will have no right to claim for continuation or for regular employment in the Commission and their engagement can be cancelled at any time without providing any reasons thereof. The Individual Consultant shall not accept any other assignment during the consultancy period with the Commission.

iii.) **Number of Individual Consultants** : The total number of Individual Consultants engaged at NHRC will be as approved time to time by the Commission. The total number of Individual Consultants to be engaged by NHRC may vary and shall depend on the actual requirement.

iv.) **Duration of Engagement** : Individual Consultant shall be engaged initially for a period of two years, and thereafter yearly extension can be granted based on their performance, up-to the maximum period of 05 years.

v.) **Educational Qualifications, Experience, Age limit and Remuneration :**

Essential - LLB or Post Graduate in Social Science such as Political Science, Sociology, International relations, Social work, human rights, Developmental Communications, etc. from any recognized University with minimum **60% marks**.

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

Experience - One year research experience in Government / reputed semi-Governmental Organizations / International development agencies/ Research Organizations / NGOs or one year legal experience.
(The experience of internship / training will not be considered)

Upper Age Limit - Candidates should be below **32 years** of age as on the date of advertisement.

Remuneration - **Rs.70,000/- per month** (Inclusive of Taxes), without any dearness or other allowances.

The consolidated remuneration will be released by NHRC within one week after completion of the month based on the biometric attendance registered by the Individual Consultant or on certification by Head of the Vertical/ Section/Division concerned in case the Individual Consultant has been deputed to other place.

Enhancement in remuneration - The remuneration of Individual Consultant may be increased by Rs 5000/- each year.

vi.) **Reimbursement of or grant of advance** : The Individual Consultant may require to undertake domestic official tours with due approval and they will be allowed the following reimbursement of or grant of advance for official expenditure as given below:-

Mode of Journey	Reimbursement of Hotel, Taxi and Food Bills
Individual Consultant shall be entitled to travel in AC 2 Tier by rail and economy class by Air.	Hotel accommodation of up-to Rs.2,250/- per day, taxi charges of up-to Rs.338/- per day for travel within the city and food bills not exceeding Rs.900/- per day shall be allowed.

vii.) **Selection Process** : The selection of Individual Consultants shall be made in accordance with the provisions contained in GFR, 2017 and the Manual for Procurement for Consultancy & other Services as amended from time to time.

NHRC will advertise on website as well as in the Newspapers alongwith the details about eligibility criteria, consolidated remuneration, age limit and other terms & conditions.

The Screening Committee may shortlist the applications received.

The selection is made on the basis of a personal interview of the eligible short-listed candidates by a Selection Committee.

viii.) **Leave** : Individual Consultants shall be entitled to leave at the rate of **1.5 days** of each completed month with no accumulation of leave beyond a calendar year on pro-rata basis. Un-availed leaves cannot be carried forward to the next year. Further, leave up-to one month may be considered without remuneration with the approval of Secretary General, NHRC. However, in exceptional cases for professional development, training etc., this condition may be relaxed by Secretary General, NHRC.

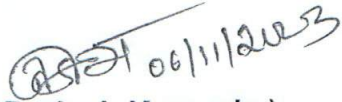
ix.) **Tax Deduction at Source** : The Income Tax or any other tax liable to be deducted, as per the prevailing rules will be deducted at source before effecting the payment, for which the NHRC will issue TDS Certificate/s. Goods and Service Tax, as applicable shall be admissible to the Individual Consultants. NHRC undertakes no liability for taxes or other contribution payable by the Individual Consultant on payments made under the Consultancy Contact.

x.) **Police Verification** : Police verification of the Individual Consultants shall be done as per the latest instructions issued by MHA. In case of police verification is received as negative, the contract of individual consultant shall cease to exist with immediate effect without any notice.

xi.) **Training** : After joining, a minimum of three days induction training (not to be paid) be organized for all the Individual Consultants.

xii.) **Relaxation / Modifications** : It's discretion of the Commission to amend any terms & conditions of the contract with one month notice period.

This issues with the concurrence of Full Commission, NHRC.


(Barjesh Kumania)
Under Secretary (estt.)

To

1. Sr.PPS to Chairperson
2. PPSs / PS(s) to Members
3. PS to Secretary General
4. PPS to Registrar (Law)
5. PPSs to Joint Secretaries
6. PS to DIG
7. SSA with the request to upload on NHRC website.
8. SO (Coord.) / Library
9. Record Folder