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INDIAN COUNCIL OF
MEDICAL RESEARCH
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भारतीय आयुर्विज्ञान परिषद
आरोग्य अनुसंधान विभाग, स्वास्थ्य एवं परिवार
कल्याण मंत्रालय, नई दिल्ली

Indian Council of Medical Research
Department of Health Research, Ministry of Health
and Family Welfare, Government of India

No. 16/84/2024-Admn./e- 171470

Dated: - 26/11/2024

Office Memorandum

Guidelines for engagement of Consultants in ICMR Hqrs. and its Institutes/Centre have been revised, with the approval of Governing Council of ICMR and the same is enclosed herewith. All Consultants henceforth shall be engaged as per these revised guidelines only. All earlier guidelines on engagement of consultant stands suppressed.

Further, ICMR has framed guideline for engagement of Young Professionals I & II which is also enclosed herewith.

All Directors of ICMR Institute/Centres and Divisional Head of Hqrs. Office are requested to follow the guidelines henceforth for engaging the Consultants and Young professional in ICMR.

Signed by Jagdish Rajesh
Date: 26-11-2024 17:36:18

Jagdish Rajesh
Assistant Director General (Administration)

Copy to :-

1. PS to DG/Addl. DG/ Sr. DDG(A)/Sr. FA
2. The Directors/Directors-in-charge of all Institutes/centres of ICMR
3. Heads of all Divisions, ICMR HQ
4. DDG(A)/ADG(A)/ADG(F)
5. Dr. M.S. Chalga, Sci- D, ICMR HQ - to upload in ICMR website

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GUIDELINES FOR ENGAGEMENT OF CONSULTANTS IN ICMR HQS / INSTITUTES / CENTRES

In supersession of guidelines for engagement of Consultants, issued by the Council dated 20-02-2014, the following guidelines are prescribed for the engagement of Consultants in ICMR HQ / Institutes / Centres (keeping in view of the specific job requirements and time frame, for its completion by external professionals). These guidelines shall come into effect, from the date of issuance.

1. Purpose and Scope of Application. Indian Council of Medical Research (ICMR) is an autonomous body under Department of Health Research, Ministry of Health and Family Welfare, Government of India and is as Apex body in India for formulation, coordination and promotion of biomedical research, to conduct, coordinate and implement medical research, for the benefit of the society and translating medical innovations in to products / processes and introducing them in to the public health system.

1.1. Engagement of Consultant may be resorted to, in a situation requiring time bound quality service, which cannot be accomplished from the available resources. As and when such situation arises, the Head of Division/Department of ICMR Hqs. and Director / Director-in-charge of Institute / Center shall identify the work required to be performed by a Consultant and send a proposal for the approval of the Competent Authority i.e. Director General-ICMR, before initiating the process for engagement. The proposal for engagement shall invariably mention the requirement, objective and the scope of the assignments, eligibility and prequalification criteria, to be met by the applicant and estimate of expenditure.

2. **Number of Consultants.** The total number of Consultants at ICMR Hqs will be based on the actual number of requirement, as determined by the DG, ICMR. Director/Director-in-charge of Institute/Center has been allowed to engage two Consultants in the Institute/Center, subject to provisions of GFR, 2017 and Manual of Procurement of Consultancy and other services and within the budgetary allocation to the Institute/Center, as amended from time to time. The Institute/Center shall, however, seek prior administrative approval and financial concurrence from ICMR HQs for engagement of more than two Consultants as per procedure.

3. General Conditions for engaging Consultants:

- (i) Apart from retired employees from Central and State Govt/Autonomous Organizations/PSUs, etc, other professionals with requisite qualifications and experience would also be eligible for engagement as Consultants. In case of retired govt. servants, the engagement as full time Consultant shall not be considered as a case of re-employment, in any manner.
- (ii) Consultants would be engaged for a fixed period, on a consolidated monthly remuneration, to provide high quality services, attending to specific job, within prescribed time frame. Such remuneration shall remain fixed during the entire period of contract.
- (iii) As the engagement of Consultants would be on full-time contract basis, they would not be permitted to take up any other assignment, either part time or full time, during the period of such engagement.
- (iv) The contract of Consultant is of a temporary nature and can be terminated anytime, without any prior notice and without providing any reason for it. However, in normal

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course, termination of contract may be done by giving not less than one month's notice on either side at any time, without assigning any reason.

4. Specialization and Eligibility. The engagement of the Consultant/ may be made in the following three fields/disciplines, based on qualification and experience as per functional requirement.

Sl. no.	Educational Qualification and Experience	Consolidated Fee/remuneration (Rs.)
(i)	<p>Consultant (Scientific - Medical) Professionals having proven competency and success in their area of specialization, with at least 10 years of post-qualification experience and should possess minimum MBBS or BDS or BVSc or equivalent degree in relevant subject.</p> <p style="text-align: center;">OR</p> <p>Retired Government employees, with requisite qualification and who were in the regular Pay Level-10 and above, having at least 10 years of relevant experience in the required specialization.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. PhD will be considered as 4 years' experience (irrespective of the duration taken to complete the degree). 2. MD/MS or equivalent to be considered as 3 years' experience. 3. MVSc will be considered as 2 years' experience 4. MPH will not be considered as any experience. 	<p>Between 1,00,000 - 1,80,000/-</p> <p>For retired Govt. servant the remuneration shall be fixed in accordance with the Ministry of Finance, Dept. of Expenditure OM No. 3-25/2020-E.IIIA dated 09 Dec 2020.</p>
(ii)	<p>Consultant (Scientific / Technical – Non-Medical) Professionals having proven competency and success in their area of specialization, with at least 10 years of post-qualification experience and should possess minimum M.Sc / B.Tech / BE / MCA / MPH / B.Pharm/BAMS/ BSMS/ MD in AYUSH or equivalent qualifications in relevant subject.</p> <p>Note:</p> <ol style="list-style-type: none"> 1. PhD will be considered as 4 years' experience (irrespective of the duration taken to complete the degree). 2. MPH / M.Tech / ME / M.Pharm will not be considered as any experience. <p style="text-align: center;">OR</p>	<p>Between 1,00,000-1,80,000/-</p> <p>For retired Govt. servant the</p>

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	Retired Government employees, with requisite qualification and who were in the regular Pay Level-10 and above and having at least 10 years experience in the required specialization.	remuneration shall be fixed in accordance with the Ministry of Finance, Dept. of Expenditure OM No. 3-25/2020-E.IIIA dated 09 Dec 2020.
(iii)	<p>Consultant (Administrative / Finance / Legal / Audit)</p> <p>Professionals having at least 10 years of experience in Administration / Finance & Accounts, Audit, Legal in Govt. Dept / PSU / Autonomous Bodies., and should possess Post Graduate degree in relevant subject viz., Management / Law / Public Administration / Finance & Accounts / CA / ICWAI / Commerce / Economics, etc.</p> <p>OR</p> <p>Retired Govt. employees with Bachelor degree in any discipline and in the Pay Level -7 and above with 10 years of experience in the field of Management / Law / Public Administration / Finance & Accounts / CA / ICWAI / Commerce / Economics, etc.</p>	<p>Between 1,00,000-1,80,000/-</p> <p>For retired Govt. servant the remuneration shall be fixed in accordance with the Ministry of Finance, Dept. of Expenditure OM No. 3-25/2020-E.IIIA dated 09 Dec 2020.</p>

Note: The emoluments shall be recommended by the selection committee as mentioned in para 7.4, and shall commensurate with the qualification and experience of the candidate.

5. Age limit

Minimum age for engagement as Consultants in ICMR HQ / Institute / Centre would be 40 years and maximum age would be 70 years.

6. Period of engagement. The initial term of engagement of Consultants shall be for not more than one year and subsequent extension, if any, can be considered, on case to case basis, depending upon the job requirements and the frame for its completion, subject to fulfillment of performance evaluation made by the Competent Authority, but should not be more than Five years. In all cases, the duration of engagement of any Consultant, in ICMR (HQ/Institutes/Centres) should not be more than 05 years or till attaining the age of 70 years, whichever is earlier. Concerned Division / Institute / Center shall initiate necessary action well in advance, so that work may not suffer due to delay in recruitment process.

7. Procedure for Engagement. The following procedure may be adopted for engagement of Consultants:

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7.1. Procedure to be followed for selecting candidate for engagement as Consultant, in any of the disciplines shall be within the framework of provisions contained in General Financial Rules, 2017 and as amended from time to time.

7.2. The Institutes / Centers including Hqrs. Office of ICMR shall invite applications from eligible candidates, through an advertisement in the newspaper / employment news and websites. The shortlisted candidates shall be called for interviews and suitable candidate may be selected on the basis of experience and performance in the interview.

7.3 If the numbers of applications are more, a three member committee shall be constituted, with the approval of the competent authority, for screening the applications received against the advertisements. If necessary, depending upon the number of applicants, written tests may also be conducted before the interview. In case of tie in the written exam, all the candidates who have same marks would be considered to have qualified for further rounds.

There will be no written test in the case of selection of retired personnel as Consultants. Only interview shall be held.

7.4 Selection Committee

- i. Head of Divisions / Sr DDG (A) or his/her nominee for ICMR Hqs and Director / Director-in-charges of Institute / Center or his/her nominee - Chairperson
- ii. Representative from Administration of ICMR HQ / Institute / Centre
- iii. Representative from Finance Division of ICMR HQ / Institute / Centre
- iv. One internal expert in the relevant field / specialization
- v. One external expert in the relevant field / specialization

7.5. After approval of recommendation of the selection committee, the selected Consultant will be issued an offer of engagement and on receipt of his/her acceptance, within the prescribed time, an agreement will be signed between the candidate and ICMR Hqs / Institute / Centre on '**Non-judicial Stamp Paper of Rs. 100/-**' with effect from the date of engagement (copy of offer of engagement and agreement are closed for reference).

8. **Allowance:-** The Consultants shall not be entitled to any other perquisites like honorarium or allowances such as Dearness Allowance, Residential Telephone, Transport Facility, Residential Accommodation, Personal Staff, CGHS and Medical Reimbursement, etc.

9. Attendance and working hour /day :

The working hours for the consultants will be same as regular employees of ICMR. No extra benefit will be allowed for working beyond office hours. Unauthorized absence for a continuous period of 08 days without valid reasons shall lead to automatic termination of the engagement.

10. **Leave.** Paid leave of absence may be allowed at the rate of 1.5 days for each completed month of service. Therefore, a Consultant shall not draw any remuneration in case of his/her absence from work beyond authorized duration of leave. Unavailed leave during the period of engagement will not be carried forward in case of renewal. The leave record shall be maintained by the concerned Head of Division / Institute / Centre. Maternity leave shall be as per Maternity Benefit Act of Gol.

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11. **TA/DA.** No TA/DA shall be admissible for joining the assignment or on its completion. However, Retired Government officials engaged as Consultants shall be allowed TA/DA for their travel inside the country, in connection with the official work, as per his/her entitlement at the time of retirement.

For others, the entitlements will be as follows:

Travelling Allowance: To and fro journey by Air (Economy Class)/ by train in AC-2 Tier/ AC Chair Car

Daily Allowance: Rs.3000/-per day for other tour related expenses on Guest House / Hotel Accommodation, food and local conveyance etc.

12. **Release of Consolidated remuneration.** The monthly remuneration will be released to the Consultant, based on an explicit certificate from the Head of Division / Institute / Centre on the satisfactory performance and attendance.

13. **Tax Deduction.** All Applicable taxes, as per government rules and regulations, will be deducted at source.

14. **Legal Status.** The individual Consultant shall be engaged purely on contractual and temporary basis and will not be regarded, for any purpose, as being either an "employee" or "Official" of Council / Institute / Center. Further, he/she shall have no claim of further extension beyond contractual engagement or regularization of service in ICMR / or its any Institute / Center or Govt. of India in any case. An undertaking to this effect has to be signed by the Consultant, before joining.

15. **Discipline and decorum.** The selected candidate shall follow all the Institutional norms. Violation of the prescribed provisions will entail breach of the terms and conditions of contract and would attract penal provisions, including termination of contract.

16. **Insurance.** The individual Consultant 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 his/her own expense, such as life, health and other forms of insurance, as the individual Consultant may consider appropriate, to cover the period during which they are engaged.

17. **Settlement of Disputes.** Council / ICMR Institutes / Center and the individual Consultant shall use their best efforts to amicably settle disputes, controversy or claim, arising out of the contractual duration.

18. **Conflict of Interest.** The individual Consultant shall be expected to follow all the Guidelines of the Council / Gol, which are in force from time to time. He/she will be expected to display utmost honesty, secrecy of office, sincerity while discharging his/her duties. In case service of any Consultant is not found satisfactory or found in conflict of interest of the Council / Gol, his/her engagement will be liable for discontinuation immediately, without assigning any reason thereof. An undertaking to this effect shall be signed by the Consultant, before joining.

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19. **Audits and Investigation.** Each invoice / bill paid by the Council / Institute / Center shall be subject to post-audit by auditors (Internal / External) from time to time. The individual Consultant acknowledges and agrees that, he/she shall provide full and timely cooperation with such investigations / post payment audits, which the Council / GoI may conduct, on any aspect of the consultancy contract or award thereof.

20. **Travel, Medical Clearance and Service Incurred Death, Injury or Illness.** Council / Institute / Center may require the Consultant to submit a Statement of Good Health from a recognized physician, prior to commencement of work, in any offices or premises of Indian Council of Medical Research. In the event of the death, injury or illness of the Consultant, which is attributable to the performance of services on behalf of Council / Institute / Center, under the terms of the Contract, while the Consultant is traveling on tour of Council / Institute / Center expense or is performing any services under the Contract in any offices or premises of Council / Institute / Center, the Consultant or his/her dependents, as appropriate, shall not be entitled to any compensation.

21. **Force Majeure and other Conditions.** 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 Consultant. The Consultant acknowledges and agrees that, with respect to any obligations under the Contract that the Consultant must perform in or for any areas in which they are 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.

22. **Interpretation:** Where any doubt arises as to the interpretation of any of the provisions of these rules, the matter shall be referred to DG-ICMR, whose decision shall be final and binding.

23. **Power to Relax.** Where the DG-ICMR is of the opinion that it is necessary or expedient to do so, he may, by order, for reasons to be recorded in writing, relax any of the provisions of these guidelines.

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GUIDELINES FOR HIRING YOUNG PROFESSIONALS (YP)

The ICMR Headquarters / Institutes/ Centre require short term support in the stream of Scientific/ Technical/ Administrative/ Finance/IT/Legal in certain important assignments. To address such needs engagement of Young Professionals is required.

According to such need YP-I and YP-II can be selected for a position after obtaining the approval of competent authority.

1. Purpose and Scope of Application. Indian Council of Medical Research (ICMR) is an autonomous body under Department of Health Research, Ministry of Health and Family Welfare, Government of India and is as Apex body in India for formulation, coordination and promotion of biomedical research, to conduct, coordinate and implement medical research, for the benefit of the society and translating medical innovations in to products / processes and introducing them in to the public health system.

1.1 Terms of Reference: Heads of Divisions/Departments at ICMR Hqrs and Director/Director-in- charges of the Institutes/Centres will provide terms of reference, describing the work to be performed by the YPs. The terms of reference shall include the functions to be performed and outputs to be delivered. The functions and outputs shall be specific, measurable, attainable, results-based and time-bound.

2. Selection Procedure

- a. For each requirement / position of YP, an advertisement would be published in leading newspapers / employment news / websites of ICMR Headquarters and its Institutes / Centers inviting eligible candidates for walk-in-interview. The applicants shall be shortlisted based on the prescribed qualifications, experience and age as mentioned in the guidelines.
- b. If necessary, written tests and assignments may also be conducted before the interview. In case of tie at any stage all the candidates who have same marks would be considered to have qualified for further rounds.
- c. Candidates having more than one eligible qualification shall have to choose only one for selection process.
- d. Selection Committee
 - i. Head of Divisions / Sr DDG (A) or his/her nominee for ICMR Hqs and Director / Director-in-charges of Institute / Center or his/her nominee - Chairperson
 - ii. Representative from Administration of ICMR HQ / Institute / Centre
 - iii. Representative from Finance Division of ICMR HQ / Institute / Centre
 - iv. One internal expert in the relevant field / specialization
 - v. One external expert in the relevant field / specialization

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3. Educational Qualifications:

Young Professionals I: Graduates in Life Sciences* / Engineering / Technology / IT / Computer Science / Law / Finance / Arts / Management. (As per requirement)

Young Professionals II: Post Graduates in Life Sciences* / Engineering / Technology / IT / Computer Science / Law / Finance / Arts / Management. (As per requirement)

*The term Life Sciences would include Biology, Botany, Zoology, Microbiology, Genetics, Bioinformatics, Biochemistry, Molecular Biology, Physiology, Pharmacology, BioTechnology, Immunology, Toxicology, Virology, Nutrition, Entomology etc.

4. Number of Young Professionals:

The total number of Young professionals at ICMR Hqs will be based on the actual number of requirement, as determined by the DG, ICMR.

Director/Director-in-charge of Institute/Center has been empowered to engage total of four Young Professionals (Scientific/Technical/Administrative/Finance) in the Institute/Center, subject to provisions of GFR, 2017 and within the budgetary allocation to the Institute/Center, as amended from time to time. The Institute/Center shall, however, seek prior concurrence of the Finance Division of ICMR Hqs and the Director General, ICMR for engagement of more than four Young Professional as per procedure.

A. YPs to be engaged for handling legal issues at ICMR Hqs and its Institutes/ centers should have the following qualifications:

YP-II (Legal):- Law graduate from a University / Institution recognized by UGC, enrolled as an advocate with Bar Council of State in which he / she is practicing and 2 years' experience in dealing with Civil / Service / Labor Arbitration cases and exposure to drafting of Agreement / MoUs / Deeds etc. after enrolment. While considering the application for YPs the ranking of Institution provided under established framework shall be the deciding factor.

B. YPs to be engaged for Administrative work of ICMR Hqs and its Institutes/ centers should have the following qualifications:

YP-1(Admin):- Graduate in any discipline with minimum 55 % marks, from a recognized University / College. (With minimum one year of post qualification experience in relevant field / Subject).

YP-II(Admin):- Post graduate in any discipline with minimum 55 % marks from a recognized University/College. The candidate should have

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minimum one year of post qualification experience in relevant field / subject)

Note: Knowledge of IT applications, virtual meeting platforms and computer skills (MS Word/Excel/ PowerPoint/ Tally etc.) Will be an added advantage.

C. YPs to be engaged for handling Finance, Audit and Accounts of ICMR Hqrs and its Institutes/ centers should have the following qualifications:

YP-1(F&A):- B.Com / BBA (With minimum 55 % marks) from a recognized University / College. (With minimum one year of post qualification experience in relevant field / Subject).

YP-II(F&A):- M.Com / MBA (With minimum 55% marks) from a recognized University/College or CA (Inter) / ICWA (Inter) / CS (Inter). The candidate should have minimum one year of post qualification experience in relevant field / subject)

Note: Knowledge of IT applications, virtual meeting platforms and computer skills (MS Word. Excel. PowerPoint. Tally. Etc.) Will be an added advantage.

D. YPs to be engaged for handling Information Technology related activities in ICMR HQrs as well as ICMR institutes / centers should have the following qualifications:

YP-1(IT):- Graduates with at least 55% marks in Computer Application/Information Technology/Computer Science/ Artificial Intelligence/ Operating Systems/ Software Engineering/ Computer Graphics.

YP-II(IT):- Post graduates with at least 55% marks in Computer Application/information Technology/Computer Science/ Artificial Intelligence/ Operating Systems/ Software Engineering/ Computer Graphics, with one-year experience in the relevant field / Subjects.

Note: Relevant Field / subjects should be defined on case to case basis as per the job-requirement for which YP-1and YP- II are being proposed to be engaged.

E. YPs to be engaged for handling Technical/ Engineering related activities in ICMR HQrs as well as ICMR institutes / centers should have the following qualifications:

YP-II(Eng):- B.E/B.Tech with at least 55% marks with 1 year of post qualification experience in the related field of civil/ electrical/ mechanical/ electronics/ instrumentation etc.

Note: Relevant Field / subjects should be defined on case to case basis as per the job-requirement for which YP- II are being proposed to be engaged.

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F. YPs to be engaged for handling Technical/ Scientific related activities in ICMR HQrs as well as ICMR institutes / centers should have the following qualifications:

YP-II(Technical/Scientific):- Post Graduates in Life Sciences / Pharmacy/ Statistics/ Social works/Sociology/BAMS, BSMS, and MD in AYUSH with at least 55% marks with 1 year of post qualification experience in the related field.

5. Maximum duration of engagement of the YP

Initial engagement of YP will be for one year which is extendable for two more years (01 year at a time) subject to requirement of the services of the YP in the organization and satisfactory performance of the candidate after evaluation by an officer of the level of Additional DG / Sr.DDG / Sr.F.A. Thus maximum duration of engagement of YP in the ICMR is three years (1+1+1) in any case.

6. Age limit

The maximum age limit for Young Professional-I & II will be 35 & 40 years respectively. (Age relaxation as per rules)

7. Consolidated emoluments of the YPs

Revised consolidated emoluments of Young Professional-I (YP-I) and Young Professional-II (YP-II) will be Rs.30,000/- per month and Rs.42000/- per month respectively.

No House Rent Allowance (HRA) will be paid to the YPs.

8. 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 payment of monthly salary.

9. TA/DA for the YPs

TA / DA will be admissible to YPs for undertaking domestic tour for official work as under:-

YP-1: To and fro journey by train in AC-3 Tier/AC Chair Car and DA at fixed rate of Rs.1200/- per day for other tour related expenses on Guest House/Hotel Accommodation, food and local conveyance etc.

YP-II: To and fro journey by train in AC-2 Tier/AC Chair Car and DA at fixed rate of Rs.1500/- per day for other tour related expenses on Guest House/Hotel Accommodation, food and local conveyance etc.

10. Attendance and working hour /day :

The working hours for the YPs will be same as regular employees of ICMR. No extra benefit will be allowed for working beyond office

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hours. Unauthorized absence for a continuous period of 08 days without valid reasons shall lead to automatic termination of the engagement.

11. Leave entitlement for the YPs

The YPs in ICMR are eligible for 08 days leave in a calendar year on pro-rata basis and 02 restricted holidays as per the rules of Govt. of India/ ICMR. Intervening weekly, holidays or gazetted holidays during a spell of leaves should not be counted against the admissible leaves. The un-availed leaves will not be carried forward to next calendar year. In addition to this, YPs may also be allowed compensatory leave in lieu of the duty assigned on holidays but not more than 02 leaves can accrue in a month. The Compensatory leaves can be accumulated only up to 05 days at a time and the YPs may be allowed to avail the same within three months.

Female YPs will be entitled to maternity leave as per provision in the Maternity Benefit (Amendment) Act 2017. However, there will be no paternity leave for male YPs.

12. Intellectual Property Rights

Intellectual Property created due to the work of Young Professional during his/her valid tenure in ICMR Hqrs/ institutions will be governed by the IPR guidelines of the Council.

13. Prohibition of Sexual Exploitation and Abuse

The Young Professionals shall have to comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.

14. Other terms and conditions

- A. The young professional (YP) shall be subject to the laws of secrecy of the country and will sign a declaration of secrecy and Non-Disclosure Agreement before reporting (Annexure-1).
- B. The engagement will not constitute a regular job or appointment of any nature in the ICMR.
- C. During the term of engagement the YP shall comply with the standards of Conduct. Failure to comply with the same will become a ground for termination of the YP without notice.
- D. The contract of YP is of a temporary nature and can be terminated anytime, without any prior notice and without providing any reason for it. However, in normal course, termination of contract may be done by giving not less than one month's notice on either side at any time, without assigning any reason.

15. **Tax Deduction.** All Applicable taxes, as per government rules and regulations, will be deducted at source.

16. **Legal Status.** The individual YP shall be engaged purely on contractual and temporary basis and will not be regarded, for any purpose, as being either an "employee" or "Official" of Council /

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Institute / Center. Further, he/she shall have no claim of further extension beyond contractual engagement or regularization of service in ICMR / or its any Institute / Center or Govt. of India in any case. An undertaking to this effect has to be signed by the YP, before joining.

17. **Discipline and decorum.** The selected candidate shall follow all the Institutional norms. Violation of the prescribed provisions will entail breach of the terms and conditions of contract and would attract penal provisions, including termination of contract.
18. **Insurance.** The individual YP 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 his/her own expense, such as life, health and other forms of insurance, as the individual YP may consider appropriate, to cover the period during which they are engaged.
19. **Settlement of Disputes.** Council / ICMR Institutes / Center and the individual YP shall use their best efforts to amicably settle disputes, controversy or claim, arising out of the contractual duration.
20. **Conflict of Interest.** The individual YP shall be expected to follow all the Guidelines of the Council / GoI, which are in force from time to time. He/she will be expected to display utmost honesty, secrecy of office, sincerity while discharging his/her duties. In case service of any YP is not found satisfactory or found in conflict of interest of the Council / GoI, his/her engagement will be liable for discontinuation immediately, without assigning any reason thereof. An undertaking to this effect shall be signed by the YP, before joining.
21. **Audits and Investigation.** Each invoice / bill paid by the Council / Institute / Center shall be subject to post-audit by auditors (Internal / External) from time to time. The individual YP acknowledges and agrees that, he/she shall provide full and timely cooperation with such investigations / post payment audits, which the Council / GoI may conduct, on any aspect of the consultancy contract or award thereof.
22. **Travel, Medical Clearance and Service Incurred Death, Injury or Illness.** Council / Institute / Center may require the YP to submit a Statement of Good Health from a recognized physician, prior to commencement of work, in any offices or premises of Indian Council of Medical Research. In the event of the death, injury or illness of the YP, which is attributable to the performance of services on behalf of Council / Institute / Center, under the terms of the Contract, while the YP is traveling on tour of Council / Institute / Center expense or is performing any services under the Contract in any offices or premises of Council / Institute / Center, the YP or his/her dependents, as appropriate, shall not be entitled to any compensation.
23. **Force Majeure and other Conditions.** 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 YP. The YP acknowledges and agrees that, with respect to any obligations under the Contract that the YP must perform in or for any areas in which they are 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.

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24. **Interpretation:** Where any doubt arises as to the interpretation of any of the provisions of these rules, the matter shall be referred to DG-ICMR, whose decision shall be final and binding.
25. **Power to Relax.** Where the DG-ICMR is of the opinion that it is necessary or expedient to do so, he may, by order, for reasons to be recorded in writing, relax any of the provisions of these guidelines.

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ANNEXURE-1

Sh./Ms./Mrs.....s/o,d/o

Sh..... will comply with the Official Secrets Act, 1923, as amended from time to time and will not disclose any information/data acquired by me during my engagement to any unauthorized person(s). I will not, except with the prior sanction/approval of competent authority in the ICMR, or in the bona fide discharge of my duties, publish a book or a compilation of articles or participate in media broadcast or contribute an article or write a letter to any newspaper(s) or periodical(s) either in my own name or anonymously or pseudonymously in the name of any other person if such book, article, broadcast or letter relates to subject matter pertaining to official business of ICMR.

Signature.....
Name.....
Address.....
Mob.....
Email.....

(Filed)

Only for Exceptional Cases

Annexure-A

Format for offer letter to be issued to successful candidates to be engaged as
Consultant/Young Professionals

Letter head of the Institute/Centre/HQ of ICMR

File No.....

Date:

To.

Name of the successful candidate

Address

Subject: Offer for engagement as **Consultant/Young Professional I/II** purely on time bound contractual basis.

Dear Candidate

Consequent upon your selection as **Consultant/Young Professional I/II**, purely on time bound under (Reporting officer) _____, I am directed to convey the approval of the Competent Authority to engage you as **Consultant/Young Professional I/II**, against lump sum amount of Rs. _____ /- (Rupees _____ Only) per month.

The engagement as **Consultant/Young Professional I/II** will be subject to the following terms and conditions:

1. You are requested to furnish an undertaking to the effect that you shall not be entitled to claim for continuation of your fixed term engagement and/or for any other right, which has not been expressly conferred upon you, in the terms of engagement, from ICMR HQ or its Institute/Centre (Annexure-B).
2. The engagement as **Consultant/Young Professional I/II** is purely on time bound contract basis and the Competent Authority reserves the right to dispense with the engagement, at any time without assigning any reasons.
3. The present assignment is for the period of _____
4. The engagement to the as **Consultant/Young Professional I/II** will automatically cease on the end date of engagement. The incumbent shall have no right to claim for further engagement. In any case, whatsoever, any request/representation in this regard will not be entertained.

5. The engagement can be terminated during the tenure at any time by giving one- month notice on either side. Your engagement can be terminated forthwith or before expiry of the notice period, by making payment of a sum equivalent to one-month remuneration. However, you will not be permitted to surrender one-month remuneration, in lieu of the period of notice of unexpired portion thereof and you will be required to serve the full period of notice. (Note- The mandate of one- month notice from either side, as stated herein, will not be applicable in case the engagement is terminated by the competent authority with in a period of less than 30 days/one month.)
6. You will not be an employee of ICMR or any Institute/Centre of ICMR. You will not have any claim on a regular post in ICMR or its Institute/ Centre or in any Dept. of GOI. You shall give an undertaking to this effect before joining as **Consultant/Young Professional I/II**.
7. You will be under the Administrative control of the host Institute/ Centre and will be subject to all the rules and regulations of the host Institute/ Centre as applicable during period of engagement.
8. You will be posted for work as per the requirement including, office/field/site work/travel etc. at the study site; however, you may be temporarily posted to other study sites in the interest of work.
9. You will not be entitled to any other allowances such as Dearness Allowance, Transport Allowance, LTC, Bonus, etc. You will also not be provided any medical facility under CGHS / CS (MA) Rules as admissible to regular employees.
10. No travelling and/or daily allowance will be admissible either for joining the assignment or on expiry of the contract. However, while travelling in connection with the assigned work during the period of engagement, you will be entitled to draw TA/DA as prescribed in OM no. 16/84/2024-Admn/e-171470 dated 26.11.2024, but it will not be at par with the regular/ permanent employees of ICMR.
11. Leave Provisions:

Consultant :- Paid leave of absence may be allowed at the rate of 1.5 days for each completed month of service. Therefore, a consultant shall not draw any remuneration in case of his/her absence from work beyond authorized duration of leave. Unavailed leave during the period of engagement will not be carried forward in case of renewal. The leave record shall be maintained by the concerned Head of Division/Institute/Centre. Maternity leave shall be as per Maternity Benefit Act of GoI.

Young Professional I/II:- The YPs in ICMR are eligible for 08 days leave in a calendar year on pro-rata basis and 02 restricted holidays as per the rules of Govt. of India/ICMR.

Intervening weekly, holidays or gazetted holidays during a spell of leaves should not be counted against the admissible leaves. The un-availed leaves will not be carried forward to next calendar year. In addition to this, YPs will be allowed compensatory leave in lieu of the duty assigned on holidays but not more than 02 leaves can accrue in a month. The Compensatory leaves can be accumulated only up to 05 days at a time and the YPs may be allowed to avail the same within three months.

12. You will not be entitled for any terminal benefits after completion of tenure as **Consultant/Young Professional I/II**.
13. You should submit a medical certificate in the enclosed prescribed format. If you fail to submit the same or found unfit in the medical examination. This offer to engage you as **Consultant/Young Professional I/II** shall stands cancelled automatically.
14. You will not divulge any information gathered or outcome of research work during the period of your assignment to anyone who is not authorized to have the same.
15. The service as **Consultant/Young Professional I/II** will not confer any right to you, for further assignment in ICMR HQ/Institute/Centre.
16. Please note that engagement as **Consultant/Young Professional I/II** are meant for a short term, as a part of ICMR's skill development program, with a view to create skilled and experienced Human Resources.

In case you are willing to accept the above mentioned conditions, please report to your reporting officer immediately and complete the pre-engagement formalities, such as Medical Examination, character Certificate, etc., Within fifteen days, failing which the offer shall stand cancelled automatically. Formats of pre-engagement formalities are enclosed at Annexure B to G. A copy of this letter duly signed by you in token of acceptance of aforesaid terms and conditions should also be furnished to this office along with joining report.

Yours faithfully,

Administrative Officer

Copy to:

1. PS to DG / Sr. DDG (A)/ Addl. DG / Sr. FA / DDG (A) / ADGs
2. Head of the concerned Division of ICMR
3. Accounts
4. DDO / Bills Section
5. Guard File

**INDIAN COUNCIL OF MEDICAL RESEARCH
UNDERTAKING**

[To be submitted by the person engaged as **Consultant/Young Professional I/II** on time bound contractual basis on non-judicial stamp paper of Rs. 100/-]

1. I _____ have carefully read and noted the terms of engagement given by the _____ (Institute/Centre/Division) and hereby agree that in case of any dispute arising on termination of my engagement, I am neither entitled to claim continuation of my engagement, nor claim regularization under any circumstance whatsoever, from ICMR or its Institute / Centre /Division/ Section and/or Govt. of India.
2. I understand that my engagement as **Consultant/Young Professional I/II** will be purely on time bound contractual basis. As such, I will not claim either for extension/continuation of my services or for regularization of my services at ICMR or its Institute / Centre/ Division/ Section and/or Govt. of India.
3. I further state that no criminal proceedings are either pending or contemplated against me in any Court of Law / Police records.

Declaration: I hereby declare that the particulars/documents furnished by me are true to the best of my knowledge and belief. I understand that furnishing of false information or suppression of facts or any act in contravention to the terms of my contract and terms of the undertaking, shall attract disqualification and would amount to fraudulent act under Indian Contract Act, 1872 and may render me unfit, at any stage of my engagement.

Place:

Signature: _____

Date:

Name: _____

INDIAN COUNCIL OF MEDICAL RESEARCH

Annexure-C

Latest photo of
the candidate

MEDICAL FITNESS CERTIFICATE

(To be submitted by a candidate under consideration for engagement on purely on time bound contract basis)

I, Dr./Shri/Smt./Ms..... Age.....

Years, whose candidature is under consideration for engagement **Consultant/Young Professional I/II** purely on time bound contract basis is examined medically at this Hospital.

On examination, as per opinion of specialists, it is found that he/she is physically Fit / Unfit for the job.

Marks of identification of the candidate:

Signature & Seal of the Medical Officer of Government Hospital

Place:

Date:

Note: Medical Fitness certificate should be obtained from any Government Hospital.

INDIAN COUNCIL OF MEDICAL RESEARCH

Latest photo of
the candidate

CHARACTER CERTIFICATE

(To be submitted by a candidate under consideration for engagement **Consultant/Young Professional I/II**, purely on time bound contract basis)

Certified that Dr./Shri/Smt./Ms

Son/daughter ofresiding at

..... is known to me for the pastYears and to the

best of my knowledge he/she bears good reputable character and has no antecedents, which render him/her unsuitable for employment.

Dr. / Shri/Smt./Msis not related
to me.

Name, Designation & Seal of signing authority

Place:

Date:

Note: Character Certificate should be obtained from any Gazetted Officer or Principal of your school/ college.

INDIAN COUNCIL OF MEDICAL RESEARCH
JOINING REPORT (Consultant/Young Professional I/II)

Name of the candidate: _____

Name of the Position: _____

Name of reporting officer: _____

Ref: Order No _____

I _____ have joined the
above mentioned time bound contract as **Consultant/Young Professional I/II** on the forenoon /
afternoon of _____

Place:

Signature: _____

Date:

Name: _____

Signature and name of the reporting officer: _____

Signature with Name, Designation & Seal of the Head of Institute of the Host Institute:

INDIAN COUNCIL OF MEDICAL RESEARCH

OATH OF ALLEGIANCE

I _____ do swear/solemnly affirm that I will be faithful and bear true allegiance to India and to the Constitution of India as by law established, that I will uphold the sovereignty and integrity of India, and that I will carry out the duties of my office loyally, honestly and with impartiality.

(SO, HELP ME GOD)

Place:

Signature: _____

Date:

Name: _____

Signature and name of reporting officer: _____

INDIAN COUNCIL OF MEDICAL RESEARCH

OATH FOR OFFICIAL SECRECY

I _____ affirm on an oath that I have read the official secrets Act and the ICMR guidelines for time bound as **Consultant/ Young Professional I/II** and hereby undertake to abide by the said official secrets act and guidelines of ICMR.

Place:

Signature: _____

Date:

Name: _____

Signature and name of reporting officer: _____