



सत्यमेव जयते

भारत सरकार

वाणिज्य और उद्योग मंत्रालय

कार्यालय महानियंत्रक एकस्व अभिकल्प एवं व्यापार चिन्ह
बौद्धिक संपदा भवन, एस.एम.रोड, एन्टॉप हिल, मुंबई 400037

GOVERNMENT OF INDIA

Ministry of Commerce & Industries

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No CGPDTM- CGPDTM-16014(12)/3/2022-CGOFFICE

Date: 22/08/2024

PUBLIC NOTICE

Applications are invited from eligible candidates for hiring contractual manpower in the capacity of **Research Associate and Young Professionals purely on Contract basis.**

The selected candidates will be posted at Indian Intellectual Property (IP) Offices located at Mumbai, New Delhi, Chennai, Kolkata, Ahmedabad and Nagpur as per requirement. The period of engagement will be initially for a period of one year further extendable subject to satisfactory quarterly performance evaluated for the period of one year contract, maximum up to three years. The hiring of the professionals is purely on contract basis and can be terminated any time without any notice and will not confer any right for regularization, absorption, permanency or continuation beyond the said date.

1.1 Minimum Essential Qualification, Age Limit & Experience:

Category	No. of Positions	Upper Age (limit)	Essential Qualifications and Experience
Research Associate (Mumbai)	02*	45 years	<p>The qualification possessed from Institute of National importance or equivalent reputed Institution/University</p> <p>Essential Qualification – (a) Master degree in science or BE/B. Tech or MBA</p> <p>Desirable Qualification –</p> <p>(a) LLB/LLM or Degree/Diploma in IPR (full time – at least 1 year) or training and development experience from reputed institution.</p>

			<p>(b) PhD in sciences or law; or</p> <p>(c) Professional working knowledge of IPR management or M.Tech, M.Sc, working knowledge in IPR & policy matter; and Knowledge of High-Quality MS Office, Power Point Presentations, Professional presentations with graphs, info- graphical displays, Trend analysis and other data governance and quality assessment software tools, etc. would be preferred.</p> <p>Experience – At least 3 years in handling IPR matters</p>
Young Professional (Law & IP)	03*	32 years	<p>The qualification possessed from Institute of National importance or equivalent reputed Institution/University</p> <p>Essential Qualification – Graduation/Post-graduation in Law or MBA in international business with domain knowledge in required areas.</p> <p>Desirable Qualification- PhD in Law & IP field.</p> <p>Experience – At least 1-year Law & IP field research experience preferably in IPR matters.</p> <p>Note: Individual should have knowledge of handling legal work/drafting of rules/regulations, etc.</p>
Young Professional (IP Innovation Management & Research)/ (Public Policy)	03*	32 years	<p>The qualification possessed from Institute of National importance or equivalent reputed Institution/University</p> <p>Essential Qualification – Master Degree in Science or BE/BTech.</p> <p>Desirable Qualification- PhD in Sciences or IPR Management or M. Tech or MSc</p> <p>Experience – At least 1-year research experience in IP Policy</p> <p>Note: Individual should have knowledge of computers’ MS Office, high quality power point presentations, professional presentations with graphs, info-graphical displays, data analysis, trend analysis and other data governance and quality assessment software, etc.</p>
Young Professional (General)	02*	32 years	<p>The qualification possessed from Institute of National importance or equivalent reputed Institution/University</p> <p>Essential Qualification – (a) – Master Degree in Science or BE/B. Tech</p> <p style="text-align: center;">and</p> <p>(b) LLB/LLM or degree/diploma in IPR (full time – at least 1 year)</p> <p style="text-align: center;">Or</p> <p>MBA in the discipline of HR and /or administration (Priority will be given.)</p> <p>Desirable Qualification –</p> <p>(a) PhD in sciences or law or IPR management or M. Tech or M.Sc.</p>

			(a) Knowledge of High-quality MS office. Power Point presentations, professional presentations with graphs, info- graphical displays, trend analysis and other data governance and quality assessment software tools etc. would be preferred. Experience – At least 1 year in handling IPR matters
Young Professional (IT- AI, ML)	01*	32	The qualification possessed from Institute of National importance or equivalent reputed Institution/University. Essential Qualification – BE/B.Tech (Electronics & Communications/ CS/ IT) with specialized knowledge in Artificial Intelligence/ Quantum Computing/ IoT/ ML /any other relevant areas. Desirable Qualification –M.Tech in relevant field. Experience – at least 1 year relevant experience

* The number of positions may vary as per requirement of the office. Competent authority reserves the right to increase or decrease the number of vacancies as may be required

Note: Cut-off date for calculating / deciding the eligibility of candidates will be the closing date for receipt of application.

How to Apply: Candidates must apply online through the website <http://www.ipindia.gov.in>. Applications received through any other mode would not be accepted and summarily rejected.

Closing Date for Online Applications: 5th September 2024.

2. The procedure for selection of candidates will be as below:

2.1 Research Associate and Young Professionals:

Selection for the post of Research Associate and Young Professional will be done through an interview. All eligible candidates who have successfully submitted online applications for the post of Research Associate and Young Professional, their applications have been scrutinized will be called for an interview. In case of receipt of large no. of applications, shortlisting of candidates will be done by taking a ratio of 5:1 against the sanctioned posts. For shortlisting of the candidates for the interview, following modalities will be observed:

- a. On the basis of higher educational qualification than the minimum prescribed in the advertisement,
- b. On the basis of higher experience in the relevant field than the minimum prescribed in the advertisement,
- c. On the basis of prescribed Desirable Qualification (DQ).

Merit list of the qualified candidates will be prepared based on the marks obtained in the interview. In case the selected candidate to whom the offer of appointment has been given fails to join the post within the given time or resigns after joining, the offer of appointment will be given to next candidate in the merit list. The final merit list will be valid for 1 year.

The final selection of eligible candidates for appointment to the post of Research Associate and Young Professional will be based on the performance of the candidate in interview and verification of documents submitted by the candidates.

3. The interview will be conducted at **O/o Controller General of Patents, Designs, Trademarks and Geographical Indications, Boudhik Sampada Bhavan, S. M. Road, Antop Hill, Mumbai – 400037, Maharashtra. In case of any change in venue for interview, the same will be communicated accordingly.**

No T.A or D.A. will be paid for attending interview, if called.

4. Verification of the qualifications testimonials and experience certificate will be carried out before the interview.

General Instructions:

1. Overview of Office of the Controller General of Patents, Designs & Trade Marks

The Office of the Controller General of Patents, Designs & Trade Marks (O/o CGPD TM) under the Department for Promotion of Industry & Internal Trade (DPIIT), Ministry of Commerce & Industry (MoC&I) is responsible for grant of Patents, registration of Designs, Trade Marks, Copyright, Geographical Indications (GI) Semiconductor Integrated circuit and Layout Design Registry (SICLDR) in India. The Office advises to the Government on matters relating to Intellectual Property Rights (IPRs) including Intellectual Property (IP) policy, protection, and enforcement and promotes the stronger and more effective IP protection in the country. The O/o CGPD TM works with other agencies, both national and international, for effective IP protection for Indian innovators and entrepreneurs worldwide. It also conducts training, education, capacity building and public outreach and communications programs for creating a robust IP culture in the country.

2. Contractual Terms & Conditions

2.1 Legal status

Any professional hired under these guidelines shall be individual Research Associate and Young Professional (herein after refers to as “individual consultant/s”) who shall have the legal status of an Independent Consultant and shall not be regarded, for any purposes, as being either a “Staff member” of O/o CGPD™, or an “Official” of O/o CGPD™. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee or of principal and agent, between O/o CGPD™ and the Individual Consultant.

2.2 Standards of Conduct

2.2.1 In General the Individual Consultant shall neither seek nor accept instructions from any authority external to O/o CGPD™ in connection with the performance of its obligations under the Contract. The Individual Consultant shall not take any action or any formal/informal engagement(s) in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of O/o CGPD™, and the Individual Consultant shall perform its obligations under the Contract with the fullest regard to the interests of O/o CGPD™. The Individual Consultant warrants that it 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 O/o CGPD™. The Individual Consultant shall comply with all laws, ordinances, rules & regulations and guidelines bearing upon the performance of its obligations under the Contract. In the performance of the Contract the Individual Consultant shall comply with the standards of Conduct. Failure to comply with the same is grounds for termination of the Individual Consultant for cause.

2.2.2 Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Individual Consultant shall comply with the “Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013”. The Individual Consultant 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 O/o

CGPDTM to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

2.3 Title Rights, Copyrights, Patents and Other Proprietary Rights

2.3.1 Title to any equipment and supplies that may be furnished by O/o CGPDTM to the Individual Consultant for the performance of any obligations under the Contract shall rest with O/o CGPDTM, and any such equipment shall be returned to O/o CGPDTM at the conclusion of the Contract or when no longer needed by the Individual Consultant. Such equipment, when returned to O/o CGPDTM, 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 O/o CGPDTM for any damage or degradation of the equipment that is beyond normal wear and tear.

2.3.2 O/o CGPDTM 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 individual Consultant has developed for O/o CGPDTM 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 Individual Consultant acknowledges and agrees that such products, documents and other materials constitute works made for hire for O/o CGPDTM. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual Consultant under the Contract shall be the property of O/o CGPDTM, shall be made available for use or inspection by O/o CGPDTM at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to authorized officials of O/o CGPDTM on completion of work under the Contract.

2.4 Confidential Nature of Documents and Information

The Individual Consultant would be subject to the provisions of the Indian Official Secrets Act, 1923. The Individual Consultant shall not, except with the previous sanction of O/o CGPDTM 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 O/o CGPDTM.

2.5 Use Of Name, Emblem or Official Seal of O/o CGPDTM

Individual consultant shall not advertise or otherwise make public for purposes of commercial advantage that it has a contractual relationship with O/o CGPDTM, nor shall the Individual consultant, in any manner whatsoever, use the name, Emblem or official seal of O/o CGPDTM, or any abbreviation of the name of O/o CGPDTM, in connection while discharging the duties under the contract or any business / activities or otherwise without the written permission of O/o CGPDTM.

2.6 Insurance

The Individual consultant shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of its obligations under the Contract, as well as for arranging, at the Individual consultant's sole expense, such life, health and other forms of insurance as the Individual consultant may consider to be appropriate to cover the period during which the Individual consultant provides services under the Contract.

2.7 Travel, Medical Clearance and Service Incurred Death, Injury or Illness

2.7.1 O/o CGPDTM may require the Individual consultant to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of O/o CGPDTM.

2.7.2 In the event of the death, injury or illness of the Individual consultant which is attributable to the performance of services on behalf of O/o CGPDTM under the terms of the Contract while the Individual Consultant is traveling at O/o CGPDTM expense or is performing any services under the Contract in any offices or premises of O/o CGPDTM or Government of India, the Individual consultant or the Individual consultant's dependents, as appropriate, shall not be entitled to any compensation.

2.8 Force Majeure and other Conditions

2.8.1 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 Individual consultant.

2.8.2 The Individual consultant acknowledges and agrees that, with respect to any obligations under the Contract that the individual consultant must perform in or for any areas in which O/o CGPDTM 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.

2.9 Termination

The O/o CGPDTM has authority to 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 individual consultant. The individual consultant can also seek for termination of the contract upon giving one month's notice to the O/o CGPDTM.

2.10 Audits and Investigations

Each invoice paid by O/o CGPDTM shall be subject to a post-payment audit by auditors, whether internal or external, of O/o CGPDTM or by other authorized and qualified agents of O/o CGPDTM 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. The O/o CGPDTM shall be entitled to a refund from the Individual Consultant for any amounts shown by such audits to have been paid by O/o CGPDTM other than in accordance with the terms and conditions of the Contract. The Individual Consultant acknowledges and agrees that, from time to time, O/o CGPDTM 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 Individual Consultant generally relating to performance of the Contract. The right of O/o CGPDTM to conduct an investigation and the Individual Consultant's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Individual Consultant shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Individual Consultant's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to O/o CGPDTM access to the Individual Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Individual Consultant's personnel and relevant documentation.

2.11 Settlement of Disputes:

The O/o CGPDTM and the Individual 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.

2.12 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 Controller General of Patents, Designs & Trade Marks (CGPDTM) for arbitration. The CGPDTM may appoint an arbitrator for the settlement of the controversy.

2.13 Conflict of Interest:

The Individual 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 Individual Consultant are not found satisfactory or found in conflict with the interests of the O/o CGPDTM/Government of India, his/her services will be liable for discontinuation without assigning any reason. The candidate shall be expected to disclose their professional conflict in the matter which they are dealing while execution of the contract at the O/o CGPDTM/Government of India. Any conflict arising without the any such disclosure in any matter related to the work under the contract shall be liable to terminate the contract by the O/o CGPDTM.

3. Terms of Reference

- 3.1 The tasks to be performed by individual consultant shall be decided, as per requirements as deemed necessary, by the CGPDTM, and/or the officer of O/o CGPDTM with whom the individual consultant is attached.
- 3.2 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.

4. General Terms & Conditions

- 4.1 Tenure:** Engagement of individual consultant is for a fixed period, will be initially for a period of 1 year, maximum up to 3 years for providing high-end professional services on specific spheres as per requirement of the O/o CGPDTM. However, their continuation in their respective position beyond the first and subsequent years could be contingent on a satisfactory quarterly performance evaluated for the period of one year contract and Annual Performance Review based on clearly defined Key Performance Indicators.
- 4.2 Professionals with requisite qualification and experience as prescribed would be hired as individual consultant.
- 4.3 The individual consultant may be appointed on full-time basis and would not be permitted to take up any other assignment during the period of work with O/o CGPDTM.
- 4.4 The appointment of individual consultant is of a temporary nature and the O/o CGPDTM can cancel the appointment at any time without providing any reason for it.
- 4.5 Number of Individual Consultants:** The total number of Individual Consultants to be engaged by O/o CGPDTM shall depend on the actual requirement at a particular point of time and provision of budget allocations and as approved by the Secretary, DPIIT.

5. Remuneration

Category	Remuneration / Fee (Rs.)
Research Associate (RA)	70,000
Young Professional (Law & IP)	50,000
Young Professional (IP Innovation Management & Research)/ (Public Policy)	50,000
Young Professional (General)	50,000

In case the contract is for more than one year, the remuneration of individual Consultant 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 CGPDTM, as per the following criteria:

Performance	Enhancement in Remuneration
Performed only routine/assigned work	NIL
Individual consultant 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	Up to 5% of the remuneration with the approval of the CGPDTM
In exceptional cases, where the individual consultant 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.	Up to 10% of the remuneration with the approval of the CGPDTM

Total enhancement in remuneration shall not exceed 10% annually in any case. Notwithstanding anything mentioned above, in no case the remuneration of any individual Consultant shall exceed 1.25 times of the initial remuneration.

6. TA – DA – The individual consultant may require to undertake domestic tours subject to approval of the CGPDTM and they will be allowed following TA/DA:

Category	Mode of Journey	Reimbursement of Hotel, Taxi & Food Bills
Research Associate/ Young professional	Air in Economy class or by Rail in AC Two Tier	Hotel accommodation of up to Rs. 2250/- per day; taxi charges on actual basis within the city and/or outside the city location as per the GoI eligibility of road travel for Level-10, food bills not exceeding Rs. 900/- per day shall be allowed.

7. Payment

The payment will be released by O/o CGPD™ within one week after completion of the month based on the biometric attendance registered by the individual consultant or on certification by concerned Head of Office, in case the individual consultant has been placed to other location.

8. Leave

The 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. Further, the absence up to one month may be considered without remuneration. However, in Exceptional cases for professional development, training etc. this condition may be relaxed by the CGPD™. Apart from this the women contractual employee may be eligible for maternity leave, but the said leave would without pay.

9. 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 O/o CGPD™ will issue TDS Certificate/s. Goods and Service Tax, as applicable shall be admissible to the individual consultants. The O/o CGPD™ undertake no liability for taxes or other contribution payable by the Individual consultant on payments made under this contract.

10. Police Verification

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

11. Training

After joining, a minimum of three days induction training (not to be paid) be organized for all the individual consultants.

12. Relaxation

Any relaxation in either of the terms of contract beyond the said guidelines shall reviewed by the committee constituted to deal with any such matter. The committee shall be formed by the CGPD™. All such relaxation shall be governed through the aligned Ministry.

Date of Interview: will be communicated [Any change in the dates will be communicated through email to shortlisted candidate].

Sd/
(Hemant Sadashiv Borale)
Director
O/o CGPD™

Encl: Annexure