



জাভন অসম ASSAM

04AA 424048

COPY to HOD, P. V. S.
ND
24/11/10

Memorandum of Understanding

Between

Gauhati University, Guwahati


And

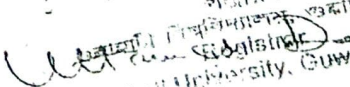
Dr. B. Borooah Cancer Institute, Guwahati

This memorandum of understanding, MoU is made and entered into this Eighteenth Day of Two Thousand Ten between **Gauhati University** herein and thereafter mentioned as 'GU', a centre of higher learning, established by an Act in the State Assembly, and having its registered office at Copinath Bordoloi Nagar, Jalukbari, Guwahati-781014, Assam

AND

Dr. Bhubaneswar Borooah Cancer Institute herein and thereafter mentioned as 'Dr.BBCI', a Regional Institute for Cancer Treatment and Research is a Autonomous Body funded by Department of Atomic Energy, Govt. of India, North-Eastern Council, Govt. of India and the Govt. of Assam, which was registered under the Societies Registration Act XXI of 1860, having its registered office at Copinath Nagar, A. N. Azad Road, Guwahati-781016, hereinafter called the Dr.BBCI.


Director
Dr. B. Borooah Cancer Institute
Guwahati - 18


Gauhati University, Guwahati - 14

1. Preamble

The Department of Physics under the Gauhati University is a fast growing department which was started in the year 1954 with the primary objectives of developing quality manpower in the form of teachers and scientists in the field of different areas of physics. Dr. B. Borooah Cancer Institute is a recognized Institute for cancer treatment & research, which can act as a platform for broad based collaboration between Department of Physics, GU and Dr.BBCI. Both Department of Physics, GU and Dr.BBCI can be mutually supportive and beneficial for the common cause of advancement of academic quality by introducing specialized new course in the field of Radiological Physics for the benefit of the people of the country and the north eastern region in particular.

2. Purpose and Objectives

The purpose of this MoU is to create a frame work for a platform of collaboration with the following specific objectives:

- (a) To establish a close linkage and functional coordination between Department of Physics, GU and Dr. B. Borooah Cancer Institute
- (b) To recognize Dr. B. Borooah Cancer Institute as an accredited centre for study and research by Gauhati University, Guwahati.
- (c) To introduce Radiological Physics as a separate discipline for teaching and training by Department of Physics, GU and Dr.BBCI to fill up the shortage of medical physicists in the country and north eastern region in particular for the benefit of radiation oncology and allied discipline.
- (d) To offer 2 years (Semester System) plus 1 year, internship Post Graduate course (M.Sc.) in Radiological Physics leading to M.Sc. Degree jointly by Dr.BBCI and GU and to assess and accredit the skilled based teaching programme offered by the Department of Radiation Oncology of Dr.BBCI as well as the Dept. of Physics, GU which may make it possible for awarding Post Graduate degree by the Gauhati University in future.
- (e) The minimum qualification for admission into the course will be B.Sc. with Physics as major subject.
- (f) To create / develop new experimental / theoretical facilities in both the institutes through mutual cooperation of Dr.BBCI and Department of Physics, GU and exchange ideas from various experts.
- (g) To make joint effort to conduct research, training and consultancy in the areas of health in India and abroad and to facilitate generation of fund for this purpose jointly by both the parties.
- (h) Any earning and expenditure for the purpose of this course / any related matter under this MoU made by both the institutes should be made transparent by both the institutes to each other.
- (i) All policy matters relating to academics, examinations, administration and finance of the course will be decided by an Executive Committee constituted by members of both the Institutes.


 Director
 Dr. B. Borooah Cancer Institute
 Guwahati - 18


 পঞ্জীয়ক
 গুৱাহাটী বিশ্ববিদ্যালয়, গুৱাহাটী-১৪
 Registrar
 Gauhati University, Guwahati-14

The Executive Committee will be constituted with the following members

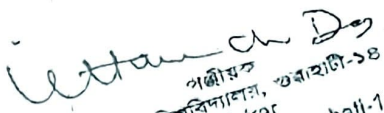
I.	Chairman	..	Vice Chancellor, GU
II.	Co-Chairman	..	Director, Dr.BBCI
III.	Member	..	Registrar, GU
IV.	Three nominees of GU	..	To be nominated by VC, GU
V.	Three nominees of Dr.BBCI	..	To be nominated by Director, Dr.BBCI

At-least six members of the Executive Committee will be required to form a quorum for an Executive Committee meeting. The Chairman or Co-Chairman may invite one or more experts as special invitee for a meeting for taking expert opinion if they feel that such opinion is required on certain issues.

3. Responsibilities of Dr.BBCI:

- a) Dr.BBCI shall conduct the In-House-Training as per the training programme for the students.
- b) Dr.BBCI shall arrange for apprenticeship/internship for the students in the Dr.BBCI or other health centre during the third year of the programme. In case a health centre discontinues training support to the student, Dr.BBCI may make alternative arrangement with another centre for the students. In case the second centre finds the students not suitable or otherwise, the responsibility of providing apprenticeship/internship shall lie with the Dr.BBCI.
- c) Dr.BBCI shall not make any financial commitment on behalf of the University nor shall create any financial liability binding Gauhati University under this MOU.
- d) Dr.BBCI shall have all employees working with Dr.BBCI on their payrolls and the University shall have no legal, financial or any other responsibility towards the Dr.BBCI employees and vice versa.
- e) Dr.BBCI shall follow the course curriculum provided by the University from time to time.
- f) Dr.BBCI shall promote, conduct and monitor the programme through its network and Gauhati University as per the guidelines issued by Gauhati University from time to time.
- #g) Dr.BBCI shall advertise the programme in leading national dailies in the name of Gauhati University and promote the course at its own cost.
- #h) Dr.BBCI shall be responsible for preparation and the printing of the prospectus of the programmes in consultation with Department of Physics, Gauhati University. The cost of prospectus shall be borne by the Dr.BBCI and sales proceeds of prospectus shall be kept by Dr.BBCI.
- #i) Dr.BBCI in association with the Department of Physics, GU shall conduct the entrance examination for admission into M.Sc. in Radiological Physics. Gauhati University may appoint an observer for the same. The venue of the test will be DR.BBCI or Dept. of Physics, GU. The list of the eligible candidates will be published by Dr.BBCI after being approved by Chairman / Co-Chairman of the Executive Committee.


Director
Dr. B. Boruah Cancer Institute
Guwahati - 78


পঞ্জীয়ক
গুৱাহাটী বিশ্ববিদ্যালয়, গুৱাহাটী-১৪
Registrar
Gauhati University, Guwahati-14

j) Dr.BBCI shall accept the application forms, registration fees, examination fee and such other fee as required for admission into GU from the eligible candidates in the form of Demand Draft payable to Registrar, Gauhati University, Guwahati. Dr.BBCI shall not accept any cash payment on behalf of Gauhati University.

k) Dr.BBCI shall forward the application forms for registration along with the collected fees and the documents of the students to Gauhati University within twenty days from the last date of admission.

l) Dr.BBCI shall ensure Classroom, Faculty, Library, Computer labs and the other Medical Instrumentation facilities as per the norms and standard laid down by Gauhati University for the smooth conduct and completion of both the theoretical and practical sessions related to the subject relevant to Dr.BBCI. Some facilities (instruments and expertise) which are found to be not available at Dr.BBCI and GU at present will be arranged by Dr.BBCI in collaboration with some at par technical Institutes, universities etc. from time to time.

m) Dr.BBCI shall provide assistance for conduct of the semester examinations as desired by Gauhati University. The expenditure related to semester examinations (remuneration to invigilators of examinations, script evaluators, TA/DA to external examiners) shall be borne by Gauhati University. The venue of the semester examinations may be Dr.BBCI, Dept. of Physics, GU or both.

n) Dr.BBCI shall collect from the candidates (declared eligible) for admission into the M.Sc. course in Radiological Physics, the prescribed course fee of Rs.30,000/- (Rupees thirty thousand only) at the time of admission in the 1st Semester and Rs.30,000/- as registration fee in each of the subsequent semesters. In addition, Dr.BBCI shall collect the affiliation fee, and equivalent determinant fee (for non-GU students) as per GU rule and rate and pay to GU at the time of admission. The above amount must be paid in the form of Demand Draft payable to Registrar, Gauhati University, Guwahati. During the period of internship no fee will be applicable to the students.

o) Revision of above fees may be done only with approval of the Executive Committee of the Course.


p) Dr.BBCI shall develop a website related to the proposed course in M.Sc. in Radiological Physics of the University and Gauhati University shall provide a link in their official website, there to.

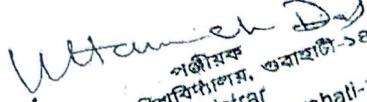
q) The TA/DA of University officials for inspection shall be borne by Dr.BBCI as per University rule.

r) Dr.BBCI must affiliate to GU by paying the prescribed fee for the purpose.

4. Responsibilities of Gauhati University:

a) Gauhati University shall admit the candidates found eligible for admission and forwarded by Dr.BBCI as per rule of the University after receipt of the prescribed fee as may be required under GU rule. Gauhati University shall issue fees receipt and inform the registration number of the student to Dr.BBCI within sixty days of submission of form and the fee.


Director
Dr. B. Boropah Cancer Institute
Guwahati - 16.


পঞ্জীয়ক
গুৱাহাটী বিশ্ববিদ্যালয়, গুৱাহাটী-১৪
Registrar
Gauhati University, Guwahati-14

- 5
- b) Gauhati University shall frame the course structure and the syllabus and forward the same to Dr.BBCI before the commencement of the academic session.
 - c) Gauhati University shall supply hall tickets/admit cards to students enrolled on receipt of the examination forms and the fees prescribed. The supply of hall tickets/admit cards shall be made at least 30 days before the commencement of the examination.
 - d) Gauhati University administration shall conduct examinations and the subsequent evaluation of the answer scripts leading to the declaration of the result within 45 days from the last date of examination.
 - f) Gauhati University shall transfer Dr.BBCI's share of the course fees within 30 days of submission of the Admission/Re-Registration forms.
 - g) Gauhati University shall monitor academic standard and along with Dr.BBCI shall exercise control over the program.
 - h) Gauhati University shall arrange Physics related classes (both theory and practical) at the department of Physics, GU.
 - i) Gauhati University shall award the M.Sc. Degree to the students who will be declared successful in the examination.

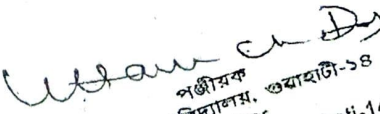
5. **Financial Implications:**

- a) The share of Gauhati University shall be 25% of the course fee.
- b) The share of Dr.BBCI shall be 75% of course fee. Out of this amount, the Dr.BBCI will pay remuneration to teachers (of both GU and Dr.BBCI) for taking classes, remunerations to two coordinators of the course, development of infrastructure facilities at both the institutes (i.e., at Department of Physics, GU and Dr.BBCI, Guwahati) and all other expenses related to the course.
- c) Dr.BBCI shall pay to GU the cost of printing and setting of the question papers.
- d) Dr.BBCI shall pay a sum of Rs. 2,00,000/- (Rupees two lac only) at the time of signing the MOU in the form of Demand Draft Payable to the "Registrar Gauhati University, Guwahati" as refundable security deposit which shall not earn any interest. The security amount shall be refunded at the time of expiry or termination of the MOU.
- e) The registration and other fees which will be collected from the students by Dr.BBCI must be sent to GU at the time of admission / re-registration and there shall be no sharing.
- f) The Executive Committee reserves the right to revise the fees included in this course.
- g) Executive Committee has the right to alter at any point of time the percentage of fund sharing.

6. **Additional Responsibility:**

Gauhati University shall assign any additional responsibility to Dr.BBCI as it may consider necessary for the qualitative conduct of the programme in consultation with Dr.BBCI.


Director
Dr. B. Borboah Cancer Institute
Guwahati - 16


পঞ্জীয়ক
গুৱাহাটী বিশ্ববিদ্যালয়, গুৱাহাটী-১৪
Registrar
Gauhati University, Guwahati-14

7. Force Majeure:

In the event of non fulfillment of any of the terms and conditions as laid in this MOU because of any force majeure viz. war, fire, strike, natural calamities, etc. or any such situations arising out of national policy and/or Court's verdict and from any regulatory authority, neither Dr.BBCI nor the Gauhati University shall be responsible for any loss or losses.

8. Indemnity:

Dr.BBCI hereby agrees jointly and severally to indemnify Gauhati University, its representatives, administrators and properties duly from and against all actions, demands, proceedings, prosecutions, attachments, and like arising out of Dr.BBCI liabilities and all charges, taxes, etc. Similarly Gauhati University shall be liable to indemnify / compensate Dr.BBCI on account of any losses arising due to fault of Gauhati University.

9. Intellectual Property Rights

Any application for intellectual property (IP) rights through the collaborative study Programmes under this MoU shall be filed jointly by Department of Physics, GU on behalf of GU and Dr.BBCI.

10. Liabilities:

Gauhati University shall not be liable towards any financial claim or claims of any other nature by any person/s made on Dr.BBCI. Gauhati University shall not be liable for any liability arising out of infringement of copyright or by use of pirated software by Dr.BBCI if it so happens. Dr.BBCI shall not be held liable for any delay in examination or lapses in the conduct of examination as they shall always be under the purview of Gauhati University.

11. Amendments:

Any amendment in to the MoU may be incorporated only with the consent of authorities of GU and Dr. BBCI with approval of the Executive Committee.

12. Breach of Agreement:

In case of breach of any condition of this MOU, the MOU can be terminated with a six months notice from either side. However, students admitted to the course, before the expiry or termination, will be allowed to complete their course and appear in the examinations normally. The obligations of both the parties shall remain in force till the time all enrolled students have appeared in their examinations. Moreover --

- (a) Any dispute arising out of the MoU shall be settled through the mutual negotiation between the parties to this MoU



Director
Dr. B. Borooah Cancer Institute
Guwahati - 18



পঞ্জীয়ক
গুৱাহাটী বিশ্ববিদ্যালয়, গুৱাহাটী-১৪
Registrar
Gauhati University, Guwahati-14

(b) Any facilities installed at either Institute i.e. Dept. of Physics, GU and Dr.BBCI, out of the sources of the course will remain as a property of the respective Institute after the termination of the MoU.

(c) In case of discontinuation of the MoU, the facilities created at the respective institute after the signing of this MoU out of the funds generated, shall remain automatically at the respective institute.

In witness whereof the parties hereto have signed this MoU in two original copies on the date month and year herein mentioned above.

Sri U. C. Das
Registrar
Gauhati University
Guwahati-14

Name Sri U. C. Das

Date

Official seal

In the presence of

- i. *Alexy*
- ii.

(A. C. Kafaki)
Director

Dr B Borooah Cancer Institute
Guwahati-16

Name Dr. A. C. Kafaki

Date 18.11.2010

Official seal

In the presence of

- i. *T.K. Goswami*
Sr. Administrative Officer
Dr. B. Borooah Cancer Institute
Guwahati- 16
- ii.

[Signature]
Chief consultant and Head
Deptt. of Radiation Oncology
Dr. B. Borooah Cancer Institute
Guwahati - 16