

BANARAS HINDU UNIVERSITY
MEETING OF THE EXECUTIVE COUNCIL
TO BE HELD ON 26.09.2017 AT 12.30 P.M. AT IIC, NEW DELHI

ITEM	CONTENT	PAGE NO.
14	TO CONSIDER AND APPROVE the review of the meeting of RAAC to continue the past services rendered by an employee for the purpose of allotment of University quarters. APPENDIX-14	104 105-106
15	TO CONSIDER nomination of three members to the Senate of IIT(BHU). APPENDIX-15	107 108
16	TO CONSIDER AND APPROVE the proposal for establishment of Mahamana Pt. Madan Mohan Malaviya Cancer Centre at Banaras Hindu University. APPENDIX-16A APPENDIX-16B APPENDIX-16C APPENDIX-16D APPENDIX-16E APPENDIX-16F APPENDIX-16G	109-111 112-116 117-118 119-121 122-125 126-129 130-132 133-139
17	TO CONSIDER AND APPROVE the appointment of Shri V.K. Upadhyay, Sr. Advocate, High Court, Allahabad as legal Advisor for Banaras Hindu University	140
	Any other matter(s) with the permission of the Chair.	

ITEM 14

TO CONSIDER AND APPROVE the review of the meeting of RAAC to continue the past services rendered by an employee for the purpose of allotment of University quarters.

NOTE

In terms of the provision of RAAC rule No. 6(II) (a) for the purpose of allotment of University quarter which is duly approved by the Executive Council, is as under:

- (a) The University should maintain a running seniority (panel of names for allotment) for allotment of staff quarters to its teaching and non teaching staff separately which should form the basis of allotment. The past service rendered by an employee in the category in which he joins this University shall be counted for the purpose of determining the date of seniority. All group 'A' officers and the permanent research scientist* in the equivalent grade to be merged with the seniority list of teaching staff.

The members of RAAC in its meeting held on 09.12.2016 reviewed the rule of counting the past services rendered by an employee for the purpose of allotment of University quarters and noted that because of the obstacles, the genuine seniority of the applicants, who joined this University directly, are affecting despite they are senior in the University services. The Committee resolved as under:

"THEREFORE IT WAS RESOLVED THAT the services rendered by any of the applicants outside the Banaras Hindu University, counted for other purpose may not be considered for the allotment of University quarters to them so that the staff who joined this University directly may not suffer for allotment of University quarter"

A copy of the Minutes of RAAC is placed as **APPENDIX-14**

In view of above the Executive Council may consider and approve.

Excerpt from the minutes of RAAC meeting held on 09.12.2016

(B)

The members noted that the Seniority list includes also the names of those applicants who have applied before three years and crossed the limit of validity of the period. The committee also noted the facts/reasons for delaying the allotment process and existence of the names of those who have already crossed the limit of validity period of their applications.

Considering the above facts in detail, the COMMITTEE RESOLVED that the existing seniority list of all the categories be kept as usual until 31st January, 2017 and thereafter the names of those who have applied before three years be removed from the seniority list. Accordingly the Seniority list of all categories be updated inviting fresh applications, so that any problem could be avoided as well as proper implementation of the rules is ensured.

3. THE COMMITTEE REVIEWED the following existing rules for counting the past services rendered by an employee for the purpose of allotment of University quarters in details.

"The University should maintain a running seniority (panel of names for allotment) for allotment of staff quarters to its teaching and non-teaching staff separately which should form the basis of allotment. The past service rendered by an employee in the category in which he joins this University shall be counted for the purpose of determining the date of seniority. All group A Officers and the permanent research scientists in the equivalent grade to be merged with the seniority list of teaching staff.

While considering the above, members noted that because of above obstacles, the genuine seniority of the applicants, who joined this University directly, are affecting despite they are Senior in University service.

THEREFORE IT WAS RESOLVED that the service rendered by any of the applicants outside the Banaras Hindu University, counted for other purpose may not be considered for the allotment of University quarters to them so that the staff who joined this University directly may not suffer for allotment of University quarters.

As per

Stated

Bhaskar

RPST

Bhishan

As per

As per

Tamra

R. Singh

BSVIRAO

6. Allotment

- (I) (a) An employee may apply any time for allotment of residential accommodation on the prescribed forms.
- (b) Applications once received shall hold good for next three years. However, an employee may apply afresh after promotion for higher grade quarters or for change of quarters at appropriate time.
- (II) The allotment of quarters shall be done as per decision of the monitoring committee held on 24.2.95 at U.G.C. given below:-
- (a) The University should maintain a running seniority* (panel of names for allotment) for allotment of staff quarters to its teaching and non teaching staff separately which should form the basis of allotment. The past service rendered by an employee in the category in which he joins this University shall be counted for the purpose of determining the date of seniority. All group 'A' officers and the permanent research scientist* in the equivalent grade to be merged with the seniority list of teaching staff.
- (b) A panel of names/running seniority for allotment to be drawn up by the Asstt. Registrar/Dy. Registrar (Estates) twice a year i.e. on 31 July and 31 January for each category of residential accommodation on the basis of applications received between 16 January to 15 July and 16 July to 15 January respectively.
- (III) (a) In case of the employees in occupation of separate residences allotment under these rules marry each other, they shall within one month of the marriage, surrender one of the residences. If they fail to do so, the allotment of the residence of lower type, shall be deemed to have been cancelled on the expiry of such period and if the residences are of the same type the allotment of such one of them as may be decided by the Committee shall be deemed to have been cancelled on the expiry of such period.
- (b) The University accommodation shall not be allotted to an employee under these rules unless the wife or the husband of the employee as the case may be, who is already a licensee of the University agrees to surrender her/his residence within one month.

* Running seniority means the seniority list as given in the seniority list prepared by the University.
* *As per the decision of Hon'ble Delhi High Court in its order dated 23.01.2002 passed in w/p (civil) No. 5090 of 2000, communicated vide letter No. F.1-5/83 (SAII) dated 25.04.2007 of Joint Secretary, UGC)

ITEM 15

TO CONSIDER nomination of three members to the Senate of IIT(BHU).

NOTE

In terms of the provision of Section 9 of the Institute of Technology (Amendment Act) 2012, three members of the Senate, not being employees of the IIT(BHU), are to be nominated by the Executive Council, BHU.

In accordance with the aforesaid provision the Executive Council vide ECR no.387 dated 07.11.2016 had nominated the following as members of the Senate of IIT(BHU) for a period of one year:

1. Prof. Manjit Chaturvedi, Dean, Faculty of Social Sciences, BHU
2. Prof. Madhoolika Agrawal, Department of Botany, Institute of Science, BHU.
3. Prof. Anand Kumar, Department of General Surgery, IMS, BHU

Now their one year term has expired on 06.11.2017. The Director, IIT(BHU) vide his letter no. IIT (BHU)/2017-18/11020 dated September 16, 2017 (**Appendix-15**) has proposed the following names for consideration of the Executive Council for nomination of three members to the Senate of IIT(BHU) for a period of one year w.e.f. 07.11.2017:

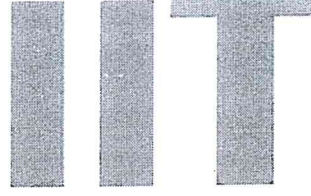
4. Prof. Manjit Chaturvedi, Dean, Faculty of Social Sciences, BHU
5. Prof. Madhoolika Agrawal, Department of Botany, Institute of Science, BHU.
6. Prof. Anand Kumar, Department of General Surgery, IMS, BHU

From the above proposed nominations it is pointed out that Prof. Manjit Chaturvedi, Dean, Faculty of Social Sciences, BHU is Superannuating from the University services on 30th September, 2017 whereas Prof. Anand Kumar, Department of General Surgery, IMS, BHU is also retiring from the University services in 31st December, 2017.

The Executive council may consider and nominate three members to the Senate, IIT(BHU).



भारतीय
प्रौद्योगिकी
संस्थान
काशी हिन्दू विश्वविद्यालय



INDIAN
INSTITUTE OF
TECHNOLOGY
BANARAS HINDU UNIVERSITY

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Dr. S. P. Mathur
Registrar

No. IIT (BHU)/2017-18/ 11020.



September 16, 2017

The Registrar
& Secretary, Executive Council
Banaras Hindu University.

Dear Sir,

This is to inform you that in accordance with Section 9 of the Institutes of Technology (Amendment) Act, 2012, thereby inserting the proviso after clause (e) in Section 14 of the principal Act – the Institutes of Technology Act, 1961, as amended from time to time, three members to the Senate, not being employees of the Institute, are required to be nominated by the Executive Council, BHU. Accordingly, the Executive Council, BHU, vide its Resolution no.387 dated 07.11.2016, had nominated the following three members for a period of one year :

1. Prof. Manjit Chaturvedi, Dean, Faculty of Social Sciences, BHU
2. Prof. Modhoolika Agrawal, Dept. of Botany, Institute of Science, BHU
3. Prof. Anand Kumar, Department of General Surgery, IMS, BHU

Their one year term will come to an end on 6.11.2017.

In this regard, this is to inform you that the Director has proposed that the following persons may be considered by the Executive Council, BHU for nomination to the Senate of the Institute for a period of one year w.e.f. 7.11.2017 :

1. Prof. Manjit Chaturvedi, Dean, Faculty of Social Sciences, BHU
2. Prof. Modhoolika Agrawal, Dept. of Botany, Institute of Science, BHU
3. Prof. Anand Kumar, Department of General Surgery, IMS, BHU

It is requested that the matter may kindly be placed in the next meeting of the Executive Council, BHU.

Yours faithfully,

REGISTRAR

ITEM 16

TO CONSIDER AND APPROVE the proposal for establishment of Mahamana Pt. Madan Mohan Malaviya Cancer Centre at Banaras Hindu University.

NOTE

A meeting chaired by Principal Secretary to Prime Minister was held on 19th December, 2016 to discuss the proposal of Department of Atomic Energy for establishment of a State of Art Cancer Centre at Banaras Hindu University, Varanasi. The major part of the decisions are as under:

- i. The proposed Cancer Care and Research Centre at BHU, Varanasi must be developed as a State of Art Centre of International standard.
- ii. In the interim period, the DoAE must ensure that the Cancer Registry is commissioned by June 2017 and the OPD is started by Dec. 2017. Existing infrastructure of IMS-BHU should be made available for the same. The fully operation Cancer Centre should be in place by Dec. 2019. While the new centre may start with a capacity of 250 beds, it should have the provision to scale up to 700 beds and facility for Radiation Medicine Centre.
- iii. The DoAE should sign a MoU with BHU on the arrangements for setting up this Cancer Centre. The draft of the MoU would be provided by DoAE. The MoU may mention that the Tata Memorial Centre under the DoAE, with has the experience of successfully running the Tata Cancer Hospital at Mumbai and the expertise in establishing the cancer care centres at Chandigarh, Vizag and Sangrur should establish the Cancer Centre at Varanasi with an aim to make it of international standards. While DoAE/TMC would build and mangae the centre on the same lines as TMC, Mumbai, the clinical courses and education relevant to cancer would run under the auspices of BHU and the Cancer Centre would have full

autonomy in day to day function and would be part of BHU. The Project cost and the recurring expenditure (including the sanction of additional human resources) would be managed by DoAE/TMC. In the process, DoAE/TMC would ensure seamless integration of the Cancer Centre with culture and traditions of BHU. In the present structure, the Governing Board of TMC is chaired by Secretary, D/o Atomic Energy. For the proposed Cancer Centre at BHU, Varanasi the Vice-Chancellor, BHU should be co-opted on the Governing Board as Vice-Chairman.(copy of the minutes enclosed)(**Appendix-16A**).

In compliance to above decision the University has received a draft MoU from the Department of Tata Atomic Energy, Tata Memorial Centre (TMC), Mumbai vide email dated 19.12.2016 proposed to be signed between TMC and BHU for establishing a new Cancer Centre at BHU. The University vide its letter dated 19.12.2016 (**Appendix-16B**) made clear its views to the Prime Minister's office New Delhi that the proposed cancer centre should be created as a facility of DAE in IMS under academic and administrative control of BHU having functional and financial autonomy. It may be run by the IMS with strict adherence to the norms system and protocols of TMC and under its supervision. The University agreed to consider making necessary changes in statutory provisions to facilitate this arrangement and ensured that the standards of TMC would strictly and scrupulously be followed. Accordingly it was requested to consider reconstructing the proposed MoU on the above lines (**Appendix-16C**). Agreeing to our request the PMO vide its email dated 21.12.2016 has sent revised final draft of the MoU to be signed by the TMC and BHU for Cancer Centre which was agreed and signed (**Appendix-16D**). As per MoU the centre would be named as Pt. Mahamana Madan Mohan Malaviya Cancer Centre and BHU has earmarked land parcel of 10 acres at Sunderbagia for the said Cancer Centre. The announcement of the establishment of said

Mahamana Pt. Madan Mohan Malaviya Cancer Centre at BHU was made by Hon'ble Prime Minister on 22.12.2016 in a function held at Swatantrata Bhawan, BHU.

Subsequently it was decided in the meeting chaired by the Principal Secretary to Prime Minister which was held on 14th September 2017 that a land parcel of 15acres instead of 10acres be earmarked for the Cancer Centre and accordingly the MoU signed between BHU and DoAE/TMC be amended. The University has agreed to this.

It was also decided in the meeting that since the Tata Trust have offered to construct the Cancer Centre with its own resources and hand it over to DoAE (TMC), a tripartite agreement among DoAE/TMC TATA Trust and BHU be signed. (copy of minutes enclosed) at **(Appendix-16E)**.

Accordingly TMC has sent a draft of tripartite MoU to BHU for approval which after due deliberation and approval of Vice-Chancellor was suitably modified and sent to TMC.

TMC agreed to our suggestion **(Appendix-16F)** and final tripartite agreement has been signed (copy enclosed) at **(Appendix-16G)**.

The Executive Council may kindly peruse and approve.

Minutes of the Meeting to discuss the proposal of Cancer Centre at
BHU Varanasi by Principal Secretary to PM, 19th Dec. 2016, 10.30 am

Principal Secretary to PM chaired a meeting to discuss the proposal of D/o Atomic Energy on 'State of Art Comprehensive Cancer Care and Research Centre at BHU, Varanasi'. The list of the participants is attached.

2. Secretary, D/o Atomic Energy and Dr. (Prof.) R.A. Badwe, Director, Tata Memorial Centre (TMC), Mumbai, made a brief presentation on the proposal.
3. The State of Uttar Pradesh, having a population of about 20 crores, does not have a Comprehensive Cancer Care Centre in its eastern part. There is no population based cancer registry in the State. The existing facilities for cancer care at the Institute of Medical Sciences – Banaras Hindu University (IMS-BHU) are very inadequate for the huge drainage area of patients from eastern UP as well as adjoining areas of Bihar, Jharkhand and Madhya Pradesh. The cancers of gall bladder and liver are unique to this area along the river Ganges and there is not much research on the same. The proposal of DoAE/TMC envisages creation of 250 bed hospital at BHU with super built up area of approx. 4 lakh sq. ft. In a span of three years, this centre would have 15,000 new patients and 75,000 patients of follow ups.
4. After detailed discussions, the following action points were decided:
 - i. The proposed Cancer Care and Research Centre at BHU, Varanasi must be developed as a State of Art centre of International standard.

(Action: DoAE, MoHRD)

- ii. The new Cancer Centre should be in place by end of 2019. For this, all necessary clearances / sanctions must be issued by March 2017. DoAE to take up the lead and take immediate steps for sanction for pre-project activities including appointment of consultants for designing as well for clearances of MoEF and Local Body etc. For this purpose, DoAE may utilise available funds to the extent of Rs. 25 crore, which could be provided later in the RE 2016-17.

(Action: DoAE, MoHRD)

- iii. In the interim period, the DoAE must ensure that the Cancer Registry is commissioned by June 2017 and the OPD is started by Dec. 2017. Existing infrastructure of IMS-BHU should be made available for the same. The fully operation Cancer Centre should be in place by Dec. 2019. While the new centre may start with a capacity of 250 beds, it should have the provision to scale up to 700 beds and a facility for Radiation Medicine Centre.

(Action: DoAE, MoHRD)

- iv. The DoAE should sign a MoU with BHU on the arrangements for setting up this Cancer Centre. The draft of the MoU would be provided by DoAE. The MoU may mention that the Tata Memorial Centre under the DoAE, which has the experience of successfully running the Tata Cancer Hospital at Mumbai and the expertise in establishing the cancer care centres at Chandigarh, Vizag and Sangrur should establish the Cancer Centre at Varanasi with an aim to make it of international standards. While DoAE/TMC would build and manage the centre on the same lines as TMC, Mumbai, the clinical courses and education relevant to cancer would run

under the auspices of BHU and the Cancer Centre would have full autonomy in day to day function and would be part of BHU. The Project cost and the recurring expenditure (including the sanction of additional human resources) would be managed by DoAE/TMC. In the process, DoAE/TMC would ensure seamless integration of the Cancer Centre with culture and traditions of BHU. In the present structure, the Governing Board of TMC is chaired by Secretary, D/o Atomic Energy. For the proposed Cancer Centre at BHU, Varanasi, the Vice-Chancellor, BHU should be co-opted on the Governing Board as Vice-Chairman.

(Action: DoAE, MoHRD)

- v. For this project, BHU would hand over land parcel of 10 acres, free of cost, as identified by DoAE. While the ownership of the land would remain with BHU, for operational purpose, the Cancer Centre would have full autonomy. However, the Cancer Centre will ensure that in terms of housing, salary structure of staff etc. there is parity with IMS-BHU.

(Action: DoAE, MoHRD)

- vi. The Cancer Centre at Varanasi is to be developed as a ***fast track project***. DoAE has estimated that a total allocation of Rs. 580 crore would be required. DoAE may ensure that existing infrastructure at IMS-BHU is put to full use and no duplication should take place. D/o Expenditure to make suitable provisions in its budget as per the annual allocations demanded by D/o Atomic Energy for 2016-17, 2017-18 and coming years.

(Action: DoAE, D/o Expenditure)

vii. In order to start the Cancer Registry by June 2017 and the OPD at the existing premises by Dec. 2017, TMC may start taking suitable steps for selection and recruitment of cancer specialists.

(Action: DoAE)

viii. While DoAE would develop the centre through TMC, Mumbai, in the process, MoHRD & MoHFW will provide required support and cooperation.

(Action: DoAE, MoHRD, MoHFW)

5. MoHFW should take immediate necessary steps on the proposal of IMS-BHU for super-speciality facilities, under PMSSY.

(Action: MoHFW)

6. An effort be made to speed up the work of the B. Borooah Cancer Institute, Guwahati.

(Action: DoAE, D/o Expenditure)

List of Participants

1. Dr. Shekhar Basu, Secretary, Atomic Energy
2. Mr. C.K. Mishra, Secretary, Health and Family Welfare
3. Mr. K.K. Sharma, OSD & Secretary (Designate), D/o Higher Education
4. Prof. Ved Prakash, Chairman, UGC
5. Dr.(Prof)R.A.Badwe, Director, Tata Memorial Cancer Hospital, Mumbai
6. Prof. V.K. Shukla, Director, IMS, BHU, Varanasi
7. Dr. O.P. Upadhyay, Medical Superintendent, IMS, BHU, Varanasi

PMO

1. Mr. A.K. Sharma, Joint Secretary to PM
2. Mr. Brajendra Navnit, Joint Secretary to PM
3. Dr. Shrikar Pardeshi, Director

डा० के.पी. उपाध्याय
कुलसचिव

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Dr. K.P. Upadhyay
Registrar

R-PS/2016-17/

December 19, 2016

Dear Sir,

The University has received a draft of MoU from the Department of Atomic Energy, Tata Memorial Centre (TMC), Mumbai vide email dated 19.12.2016, proposed to be signed between the TMC and the BHU for establishing a new Cancer Centre at BHU. The University gratefully lauds the proposal of DAE, GOI to open a world class facility for the treatment of Cancer patients in this part of the country. The establishment of the Centre will prove to be a great boon for the poor patients of this region, suffering from the menace of this deadly disease. Rich expertise of TMC in the field of oncology will definitely enrich and strengthen the academic and patient care activities of IMS. Hence the decision of the Honble Prime Minister to open a new Cancer Centre at BHU is an invaluable gift to the people of this region and the BHU whole-heartedly welcomes it. Banaras Hindu University would be ever indebted to him for this.

2. As you are already aware, the Banaras Hindu University, a living embodiment of the vision, ethos and high ideals of Mahamana Pandit Madan Mohan Malaviya Ji, is conceived and established on the holistic model of education where all branches of learning from ancient to modern is enshrined in one unified campus similar to the universities of ancient India like *Takshshila, Vikramshila and Nalanda*. Running programmes that cut across almost all conceivable disciplines of knowledge and learning has been one of the key objects and strength of this University. This university has been created by the contribution of people of entire country for the purpose of nation building unlike the other universities of that time. The University found a place in the Constitution of independent India as an institution of national importance. Imbued with the feeling of patriotism and service to the nation, alumni of this great University have made immense contribution to nation building during the pre and post-independence period. It is notable that most of the world famous Universities like those of ancient India, are multidisciplinary in character and inter disciplinary in approach. With both these characteristics being its hall mark, BHU has the potential to be a world class University and through a slew of measures, the University is making serious efforts to figure in that league.

3. As you may also be aware that in June 2012, IIT (BHU) was created on the BHU Campus by abolishing and severing the erstwhile Institute of Technology, of BHU. This not only abolished the Faculty of Engineering and Technology of the University but also created an academically and administratively independent institution on the University's campus. The University is still experiencing emotional hangover and administrative problems arising due to the said split entailing significant academic loss to the community. Evidently, the idea of creating IIT (BHU) in the said manner has not been found to be encouraging. Instead of splitting the University and establishing several mutually independent institutions on the same campus, other options that helped retain the sanctity of holistic model of education of this University could have been explored.

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डा० के.पी. उपाध्याय
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Dr. K.P. Upadhyay
Registrar

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4. Creation of the new Cancer Centre in BHU is a laudable and welcome idea for a noble cause. However, the terms of MoU indicate that the proposed new Cancer Centre would be under the administrative control of the Governing Council of TMC under the Department of Atomic Energy. The MoU also suggests that the existing departments of Medical, Radiation and Surgical Oncology of BHU will be incorporated in the new Cancer Centre. This would practically mean running an institution on the University Campus, which is independent of University's control and abolishing some of the existing departments of its Faculty of Modern Medicine. This will not only be against the spirit of the establishment of the University but will also be jettisoning the very idea of Banaras Hindu University as conceived by Mahamana. Importantly, the terms of the proposed MoU also infringe with the statutory provisions of the BHU.

5. It is prima facie felt that the proposed Cancer Centre should be created as a facility of DAE in the IMS under the academic and administrative control of BHU having functional and financial autonomy. It may be run by the IMS with strict adherence to the norms, systems and protocols of TMC and under its supervision. The University agrees to consider making necessary changes in its statutory provisions to facilitate this arrangement and to ensure that the standards of TMC are strictly and scrupulously followed.

Keeping the aforesaid, the ethos and holistic character of BHU in view and honoring the sentiments of BHU fraternity, it is requested to kindly consider reconstructing the proposed MoU on the above lines for consideration of authorities of the University, competent to take a decision in such matters.

Needless to mention that addition of this world class center to the portals of BHU will be a great leap forward in realization of the vision of our Hon'ble Prime Minister to develop some of the institutions of India as world class institutions.

With regards,

Yours sincerely,

(K.P. UPADHYAY)

Shri Sanjay R. Bhavsar
OSD to Hon'ble Prime Minister
PMO, New Delhi
e-mail: appt.pmo@gov.in

CC to

Director, Tata Memorial Centre, Mumbai along with draft MoU.





उत्तर प्रदेश UTTAR PRADESH

DL 493400

MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF ATOMIC ENERGY, TATA MEMORIAL CENTRE, MUMBAI AND BANARAS HINDU UNIVERSITY IN RESPECT OF SETTING UP AND RUNNING ADVANCED CANCER INSTITUTE OF INTERNATIONAL STANDARDS AT BHU, VARANASI

This Memorandum of Understanding (MOU) is entered into at VARANASI on this 21st day of December, 2016.

BETWEEN

Department of Atomic Energy, M/s. Tata Memorial Centre (TMC), (an autonomous body under the administrative control of Department of Atomic Energy, Government of India) comprising Tata Memorial Hospital & Advanced Centre for Treatment, Research and Education in Cancer having its registered office at Dr. Borges Marg, Parel, Mumbai-400012, India, represented herein by Dr. R.A.Badwe, Director, Tata Memorial Centre who is authorized to enter into this MOU (hereinafter referred to as TMC which term includes its successors, administrators and assigns)

AND

Registrar, Banaras Hindu University, who is authorized to enter into this MOU (hereinafter referred to as BHU which term includes its successors, administrators and assigns)

[Signature]

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[Signature]

01. BACK GROUND

Cancer is a rising menace in India and UP is no exception. In a population of about 20 crores in UP, it is expected to have about 1.5 lac new cancer patients every year. There is neither a population based registry nor a state of art cancer centre of international standards in UP. About 25% of patients coming to TMC Mumbai hail from UP. There is a dire need to create a facility that will serve the poor and affording alike for cancer problem in this region.

02. RESPONSIBILITIES OF TATA MEMORIAL CENTRE AND BANARAS HINDU UNIVERSITY

- i. The Tata Memorial Centre (TMC) under the Department of Atomic Energy (DoAE), which has the experience of successfully running the Tata Cancer Hospital at Mumbai and the expertise in establishing the cancer care centres at Chandigarh, Vizag and Sangrur would establish the Cancer Centre at Varanasi with an aim to make it of international standards. The Centre would be named as Mahamana Pt. Madan Mohan Malaviya Cancer Centre.
- ii. DoAE/TMC would build and manage the centre on the same lines as TMC, Mumbai for clinical services. And, the academic courses and education relevant to cancer would be run under the auspices of BHU. The Cancer Centre would have full autonomy in day to day function, but, would be part of BHU.
- iii. The Project cost and the recurring expenditure (including the sanction of additional human resources) would be managed by DoAE/TMC. However, in the process DoAE should ensure that existing infrastructure and relevant faculty at IMS-BHU is put to full use and no duplication should take place.
- iv. For this project, BHU would earmark land parcel of 10 acres, free of cost, as identified by DoAE. While the ownership of the land would remain with BHU; for operational purpose, the Cancer Centre would have full autonomy in using the same. However, the Cancer Centre will ensure that in terms of housing, salary structure of staff etc. there is parity with IMS-BHU.
- v. DoAE/TMC would develop the Mahamana Pt. Madan Mohan Malaviya Cancer Centre at Varanasi as a *fast track project*.
- vi. In the process, DoAE/TMC would ensure seamless integration of the Cancer Centre with the work culture and traditions of BHU.



- vii. It is proposed to commission the Cancer Centre in the new building in three years. In the interim period, the DoAE/TMC would ensure that the Cancer Registry and OPD is commissioned at the earliest. Existing infrastructure of IMS-BHU would be made available for the same.

03. BUDGET AND RIGHTS

The project will be implemented by the funds arranged by the Dept. of Atomic Energy under guidance and supervision of the Secretary, Atomic Energy, Govt. of India.

04. NOTICES AND CORRESPONDENCES

All notices and correspondences by any party shall be sent to the other, in all matters dealing with this contract, to the following addresses:

Director,
Tata Memorial Centre,
Dr. E Borges Marg, Parel,
Mumbai 400012, India

Registrar
BHU, Varanasi

The Ministry of health & family welfare GOI, Ministry of Human Resource and development & UGC will be in the loop about development of this institute.

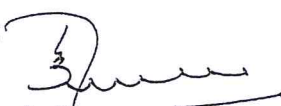
05. SIGNATURES

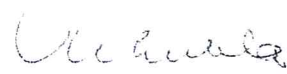


Name: Dr. R. A. Badwe
Director, TMC
Dated: 2016/12/21
year/M/day



Dr. K. P. Upadhyay
Registrar, BHU
Dated: 2016/12/21
year/M/day

Witness: 
Dr. Kailash Sharma
Director (Acad.), TMC


Prof. V.K. Shukla, Director,
IMS, BHU

De III

Vice Chancellor <vc@bhu.ac.in>

APPENDIX-16D



Revised Final Draft of MoU between TMC and BHU for Cancer Centre

Wed, Dec 21, 2016 at 5:35 PM

Shrikar Pardeshi Director, PMO <shrikar.p@gov.in>
To: chairman@dae.gov.in, Vice Chancellor BHU <vc@bhu.ac.in>
Cc: "Dr.Rajendra Badwe" <badwera@tmc.gov.in>


Respected Sir,

As per the discussion of Shri. A.K. Sharma, Joint Secretary to PM with both of you, I am sending the revised FINAL draft of the MoU between TMC and BHU for Cancer Centre.

I am directed to request you that this version of MoU may please be signed today itself.

Regards,

Dr. Shrikar Pardeshi,
Director, PMO

 Revised Final Draft of MOU between BHU and TMC.doc
59K

**MEMORANDUM OF UNDERSTANDING BETWEEN DEPARTMENT OF
ATOMIC ENERGY, TATA MEMORIAL CENTRE, MUMBAI AND
BANARAS HINDU UNIVERSITY IN RESPECT OF SETTING UP AND
RUNNING ADVANCED CANCER INSTITUTE OF INTERNATIONAL
STANDARDS AT BHU, VARANASI**

This Memorandum of Understanding (MOU) is entered into at VARANASI on this _____ day of _____, 2016.

BETWEEN

Department of Atomic Energy, M/s. Tata Memorial Centre (TMC), (an autonomous body under the administrative control of Department of Atomic Energy, Government of India) comprising of Tata Memorial Hospital & Advanced Centre for Treatment, Research and Education in Cancer having its registered office at Dr. Borges Marg, Parel, Mumbai-400012, India, represented herein by Dr. R.A.Badwe, Director, Tata Memorial Centre who is authorized to enter into this MOU (hereinafter referred to as TMC which term includes its successors, administrators and assigns)

AND

Registrar, Banaras Hindu University, who is authorized to enter into this MOU (hereinafter referred to as BHU which term includes its successors, administrators and assigns)

1. BACK GROUND

Cancer is a rising menace in India and UP is no exception. In a population of about 20 crores in UP, it is expected to have about 1.5 lac new cancer patients every year. There is neither a population based registry nor a state of art cancer centre of international standards in UP. About 25% of patients coming to TMC Mumbai hail

from UP. There is a dire need to create a facility that will serve the poor and affording alike for cancer problem in this region.

2. RESPONSIBILITIES OF TATA MEMORIAL CENTRE AND BANARAS HINDU UNIVERSITY

- i. The Tata Memorial Centre (TMC) under the Department of Atomic Energy (DoAE), which has the experience of successfully running the Tata Cancer Hospital at Mumbai and the expertise in establishing the cancer care centres at Chandigarh, Vizag and Sangrur would establish the Cancer Centre at Varanasi with an aim to make it of international standards. The Centre would be named as Mahamana Pt. Madan Mohan Malaviya Cancer Centre.
- ii. DoAE/TMC would build and manage the centre on the same lines as TMC, Mumbai for clinical services. And, the academic courses and education relevant to cancer would be run under the auspices of BHU. The Cancer Centre would have full autonomy in day to day function, but, would be part of BHU.
- iii. The Project cost and the recurring expenditure (including the sanction of additional human resources) would be managed by DoAE/TMC. However, in the process DoAE should ensure that existing infrastructure and relevant faculty at IMS-BHU is put to full use and no duplication should take place.
- iv. For this project, BHU would earmark land parcel of 10 acres, free of cost, as identified by DoAE. While the ownership of the land would remain with BHU; for operational purpose, the Cancer Centre would have full autonomy in using the same. However, the Cancer Centre will ensure that in terms of housing, salary structure of staff etc. there is parity with IMS-BHU.
- v. DoAE/TMC would develop the Mahamana Pt. Madan Mohan Malaviya Cancer Centre at Varanasi as a *fast track project*.
- vi. In the process, DoAE/TMC would ensure seamless integration of the Cancer Centre with the work culture and traditions of BHU.

- vii. It is proposed to commission the Cancer Centre in the new building in three years. In the interim period, the DoAE/TMC would ensure that the Cancer Registry and OPD is commissioned at the earliest. Existing infrastructure of IMS-BHU would be made available for the same.

3. BUDGET AND RIGHTS

The project will be implemented by the funds arranged by the Dept. of Atomic Energy under guidance and supervision of the Secretary, Atomic Energy, Govt. of India.

4. NOTICES AND CORRESPONDENCES

All notices and correspondences by any party shall be sent to the other, in all matters dealing with this contract, to the following addresses:

Director,
Tata Memorial Centre,
Dr. E Borges marg, Parel, Mumbai 400012, India

Registrar
BHU, Varanasi

The Ministry of health & family welfare GOI, Ministry of Human Resource and development & UGC will be in the loop about development of this institute.

5. SIGNATURES

Name: Dr. R. A. Badwe
Director, TMC
Dated:

____/____/____
year/M/day

Dr. K. P. Upadhyay
Registrar, BHU
Dated:

____/____/____
year/M/day

Minutes of the Meeting chaired by the Principal Secretary to PM on
'Cancer Care Facilities at Varanasi', 14th Sept., 2017, 11 a.m., PMO

Principal Secretary to PM chaired a meeting on 'Establishment of Mahamana Pt. Madan Mohan Malviya Cancer Centre (MPMMCC) in BHU, Campus and Cancer Care facility in Railway Hospital, Varanasi, Uttar Pradesh'. The list of the participants is attached.

2. Director, Tata Memorial Centre (TMC), Mumbai and Managing Trustee, Tata Trust, made brief presentations on the subject. Following decisions were taken after detailed deliberations:

i) The amendment to the MoU, between D/o Atomic Energy (DoAE)-TMC and IMS-BHU on revising the land area for MPMM Cancer Centre, should be signed by 21st September, 2017.

(Action: DoAE)

ii) The MoU between DoAE-TMC and GM, North Eastern Railway, Gorakhpur, on handing over the Indian Railway Cancer Institute premises, should be signed immediately and handing over should be completed at the earliest.

(Action: DoAE; M/o Railways)

iii) DoAE should expedite submission of proposal on administrative manpower required at the MPMM Cancer Centre to D/o Expenditure. DoE to take necessary action on the proposal, on priority.

(Action: DoAE, DoE)

iv) Tata Trust has offered to construct the Hospital building at the MPMM Cancer Centre as well as provide equipments for the hospital. Tata Trust plans to handover the Hospital building with all requisite furniture and essential medical equipments, to MPMM Cancer Centre by December 2018. The initiative of Tata Trust was appreciated and it was decided to have tripartite MoU signed between DoAE-TMC, IMS-BHU and Tata Trust. The said MoU should also include the vision of Tata Trust on Patient Centric Model of Cancer Care with mix of services being offered at the apex level and through different medical colleges and district hospitals in the vicinity.

(Action: DoAE)

v) For construction of MPMM Cancer Centre all the latest technology should be used. However, the new buildings should come up in tune with the overall heritage architecture of the BHU Campus.

(Action: DoAE)

vi) M/o Railways to nominate a Nodal Officer to take all decisions pertaining to the matters of collaboration regarding Railway Cancer Institute with DoAE-TMC, in a week's time.

(Action: M/o Railways)

vii) DoAE-TMC to ensure that the cancer care facilities planned at the premises of the Railway Cancer Institute are fully functional by March 2018. Secretary, DoAE and Chairman, Railway Board to jointly monitor the progress.

(Action: DoAE; M/o Railways)

viii) DoAE–TMC submitted that the Muzaffarpur Cancer Hospital, Bihar in the premises of the State Government run Shri Krishna Medical College would be made functional by early 2019. Government of Bihar should expedite all clearances required for this project.

(Action: DoAE; Govt. of Bihar)

ix) The Cancer Insurance Scheme started by the states of Punjab, Karnataka and Assam should be examined.

(Action: DoHFW)

x) An immediate decision be taken on the proposal of BHU on creation of posts of specialist Doctors at Super-Speciality Hospital at IMS–BHU. Similarly, the decision on sanction for posts of specialists at Bone Marrow transplant and Stem Cell Research Institute at IMS–BHU should be expedited.

(Action: DoHE; UGC)

* * * * *

List of Invitees

1. Dr. Sekhar Basu, Secretary, D/o Atomic Energy
2. Shri C. K. Mishra, Secretary, M/o Health & Family Welfare
3. Shri Sanjeeva Kumar, Addl. Secy., M/o Health & Family Welfare
4. Dr. Sukhbir Singh Sandhu, Addl. Secy., D/o Higher Education
5. Dr. Sameer Sharma, Addl. Secy., M/o Housing & Urban Affairs
6. Shri Ravindra Gupta, Member (Rolling Stock), M/o Railways
7. Dr. R. A. Badwe, Director, Tata Memorial Cancer Hospital, Mumbai
8. Shri R. Venkataramanan, Managing Trustee, Tata Trust
9. Prof. V. K. Shukla, Director, IMS, BHU, Varanasi
10. Dr. O. P. Upadhyay, MS, S. S. Hospital, BHU, Varanasi
11. Dr. Anil Kumar, DGHS, M/o Railways

Prime Minister's Office

1. Shri Brajendra Navnit, Joint Secretary to PM
2. Dr. Shrikar Pardeshi, Director
3. Shri Mayur Maheshwari, Director
4. Shri Ajit Kumar, Deputy Secretary

Regarding Cancer Centre at BHU

Mr. Sanjeev Sood <soods@tmc.gov.in>
To: Vice Chancellor <vc@bhu.ac.in>
Cc: ksstmh1955@gmail.com, chaturvedi.pankaj@gmail.com

Tue, Sep 19, 2017 at 8:44 PM

Dear Dr Neeraj,

After taking care of your suggestions as mentioned in your letter P.A./2017/ dated 18.9.2017, the draft tripartite MoU is revised and enclosed for your early acceptance. On your confirmation, the MoU will be signed by Tata Trust and DAE(TMC) on 20.9.2017 in Mumbai and handed over to BHU for signature on 21.9.2017. The action taken on the suggestions of BHU (bold letters) is given below:-

1. 2.2.1. BHU will provide unencumbered land amounting to not less than 15 acres at Sunderbagiya in its campus free of cost for the Hospital project, on a 90 year lease to DAE(TMC) in the name of the President of India

2.2.1. BHU would earmark a land parcel of 15 acres, as per the already signed MoU with DoAE (TMC) dated 21st December 2016.

Action taken:- Included

2. 2.2.3 BHU may, after initial assessment jointly with DAE(TMC) transfer few of the existing staff as selected by DAE(TMC) and DAE (TMC) will offer them the suitable position on the rules and terms and conditions of TMC on absorption basis.

2.2.3 DoAE/TMC would build and manage the centre on the same lines as TMC, Mumbai for clinical services. And, the academic courses and education relevant to cancer would be run under the auspices of BHU. The Cancer Centre would have full autonomy in day to day function, but, would be part of BHU. BHU may, after initial joint assessment with DAE(TMC) transfer the faculty to the Cancer Centre.

Action taken:- Removed as already included in the earlier MoU.

3. 2.2.6 BHU will offer existing cancer-specific infrastructure in IMS and Sir Sunderlal Hospital to be operated by the Hospital once it is functional

2.2.6. BHU will facilitate shifting of existing cancer specific infrastructure of BHU to the Cancer Centre once it is functional.

Action taken:- Included

4. 9 Settlement of disputes

In case of any dispute or difference between the parties, the same shall be resolved by and between the Parties by mutual consultation and if deemed necessary through mediation. If however such dispute or difference could not be resolved, the parties may choose to refer the disputes or differences to **Secretary**, Department of Atomic Energy, who shall be the Sole Arbitrator, and whose award shall be binding on both the parties as per Law.

9 Settlement of disputes

In case of any dispute or difference between the parties, the same

shall be resolved by and between the Parties by mutual consultation and if deemed necessary through mediation. If however such dispute or difference could not be resolved, the parties may choose to refer the disputes or differences to **a mutually appointed arbitrator and whose award shall be binding on the parties as per Law.**

Action taken:- Tata Trust accepts Secretary as arbitrator, hence clause made applicable only for disputes between Tata Trust and DAE(TMC).

5. 13 Jurisdiction

It is expressly understood by and agreed to by the parties that the Courts in Mumbai shall have exclusive jurisdiction to try and adjudicate upon the differences or disputes arising out of this MOU

This MOU is executed in three originals with each party retaining one original. On the execution of this MOU, it is clearly understood by the parties that any other MOU which may have been executed hereto before by the parties inter se shall stand superseded and thus this MOU alone shall prevail.

13 Jurisdiction

It is expressly understood by and agreed to by the parties that the Courts in Mumbai shall have exclusive jurisdiction to try and adjudicate upon the differences or disputes arising out of this MOU

Action taken:- Suggestion accepted and included and hence earlier MoU with BHU is not superseded and is applicable.

Any clarification if required can be discussed telephonically. You are requested to respond urgently.

Regards,

Sanjeev Sood

9619076655

02224146510

-----Vice Chancellor <vc@bhu.ac.in> wrote: -----

To: soods@tmc.gov.in

From: Vice Chancellor <vc@bhu.ac.in>

Date: 09/18/2017 06:41PM

Subject: Regarding Cancer Centre at BHU

(See attached file: MX-2010U_20170918_204718.pdf)


(See attached file: Signed MoU Between DoAE(TMC) and BHU on 21.12.2016.pdf)

(See attached file: Revised Tripartite MoU (18.9.2017).docx)

[Quoted text hidden]

4 attachments

 MX-2010U_20170918_204718.pdf
333K

 Signed MoU Between DoAE(TMC) and BHU on 21.12.2016.pdf
2276K

 **Revised Tripartite MoU (18.9.2017).docx**
41K

 **Revised Tripartite MoU (19.9.2017) (1).docx**
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भारतीय गैर न्यायिक

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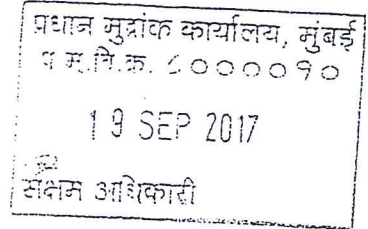
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महाराष्ट्र MAHARASHTRA

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SP 512907



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MoU") is made at Varanasi, Uttar Pradesh on the 21st day of September, 2017 by and between:

- 1) The Tata Memorial Centre, an autonomous body owned, funded and controlled by the Department of Atomic Energy, Government of India having its registered office at Dr. Borges Marg, Parel, Mumbai, represented herein by its Director Dr. Rajendra Badwe (hereinafter referred to as "DAE (TMC)" which term includes its successors, administrators and assigns) OF THE ONE PART

And

B/S.T.

2) Tata Trusts¹, registered under the Maharashtra Public Trusts Act having its registered office at Bombay House, 24, Homi Mody Street, Mumbai 400001 through its authorized signatory Mr. B.S. Taraporevala, Secretary & Chief Financial Officer, Tata Trusts (hereinafter referred to as "Trusts" which term includes its successors, administrators and assigns), OF THE SECOND PART

And

3) Banaras Hindu University, having its registered office at Banaras Hindu University, Varanasi – 221005, established as a Central University by an Act of parliament (the Banaras Hindu University Act No XVI of 1915) through its authorized signatory, the Registrar (hereinafter referred to as "BHU" which term includes its successors, administrators and assigns), OF THE THIRD PART

Each of the parties mentioned above are hereinafter collectively referred to as the "Parties" and individually as a "Party".

WHEREAS

- A. DAE(TMC) is India's leading cancer hospital and research centre and has been in existence since 1942. Initially commissioned by Sir Dorabji Tata Trust, it's a fully funded Grant-in-Aid Institution of Department of Atomic Energy, which also oversees the administration of the institute since 1962. DAE(TMC) has the experience of successfully running the Tata Cancer Hospital at Mumbai and the expertise in establishing the cancer care centres at Chandigarh, Vizag and Sangrur
- B. The Trusts have been working for the last several decades on health, education and livelihoods for sustainable development of the poor and marginalized in the country. The Trusts have rich experience in building sustainable institutions and have pioneered single specialty hospitals in India with the establishment of Tata Memorial Centre, Mumbai in 1941. This was followed by development of Tata Medical Center, Kolkata in 2011. Both centers support education and research in oncology to improve treatment modalities and develop more economical methods for treatment. The Trusts are a member of the NCG, a forum of cancer hospitals convened by DAE(TMC).

The Trusts are presently working on cancer infrastructure development and other projects in Assam, Andhra Pradesh, Jharkhand, Uttar Pradesh, and other states to aid cancer patients from the region. The Trusts, through their exposure to cancer care in India and the US and UK, and a few years of public health research, conceived an alternate model of cancer care which is outlined as Annexure 1.

- C. BHU is one of India's oldest and most renowned universities, the largest residential university in Asia with 35000 students, a 1360 acre campus, 5 institutes, 16 faculties and 140 departments.
- D. The Parties have a common focus towards improving cancer care in Varanasi and its catchment region. After mutual discussion, the Parties have proposed to cooperate on some common areas that will constitute a region-wide cancer care project (hereinafter referred to as "Programme"). The programme has at its heart, the setting up of a state-of-the-art cancer hospital to be called Mahamana Pandit Madan Mohan Malaviya Cancer Center (hereinafter referred to as "Hospital")

¹ Tata Trusts refers to Sir Dorabji Tata Trust and allied Trusts and Sir Ratan Tata Trust and allied Trusts which are registered public charities

will be responsible to recruit and employ required manpower as per practice prevalent in TMC

2.1.8. DAE(TMC) will run a cancer registry and provide context specific inputs to the programme design

2.1.9. DAE(TMC) will possess full operational autonomy in the execution and operations phases of the Hospital

2.2. Obligations & Responsibilities of BHU

2.2.1. BHU would earmark a land parcel of 15 acres, as per the already signed MoU with DoAE (TMC) dated 21st December 2016.

2.2.2. BHU will facilitate execution of the programme and the Hospital project and ensure close coordination between CPWD, BHU with Trusts and DAE(TMC) so that the Hospital campus is built optimally; BHU will render all assistance in obtaining all regulatory and other approvals

2.2.3. BHU will ensure triage of patients suspected of having cancer as per the latest NCG guidelines and refer all cancer cases to the Hospital once it is functional

2.2.4. BHU will facilitate provision of non-oncology services as required by the Hospital in order to provide holistic care to patients with co-morbidities

2.2.5. BHU will facilitate shifting of existing cancer specific infrastructure of BHU to the Cancer Centre once it is functional.

2.2.6. BHU will facilitate fast tracking of the project and enable allied infrastructure and services for smooth functioning of the Hospital

2.3. Obligations & Responsibilities of Trusts

2.3.1. Trusts will design and execute the hospital block of the Hospital including radiotherapy, engineering services, canteen and dharmshala, adhering to the user specifications provided by DAE(TMC) at their expense.

2.3.2. Tata Trusts will have no objection that DAE(TMC) will inspect and accept the Hospital Block buildings as per required standards.

2.3.3. Tata Trusts will also procure, as per DAE(TMC) specifications, and handover to DAE (TMC) a portion of the medical equipment as decided mutually at their own cost

2.3.4. There shall be no principal employer - contractor relationship between DAE (TMC), BHU and Tata Trust in the construction of the aforesaid building, and that the Trusts shall be an independent establishment responsible for due observance of all Laws.

2.3.5. Trusts may employ such sub-contractors as may be required, and BHU or DAE(TMC) shall not be responsible and liable for all acts and omissions of their employees and any persons, associations, institutions engaged by them whether or not in the course of implementation of construction of the aforesaid Cancer Care Centre

2.3.6. The intellectual and copy rights in design, drawings etc which may arise, will be owned jointly by Tata Trusts and DAE (TMC)

2.3.7. The parties will execute separately a confidentiality agreement if required with respect to information which may be furnished to each other of their business, during the course of construction of the said centre.

2.3.8. The agreement between Principal contracting Agency (Appointed by Tata Trusts) and sub agencies (MEP and Utility Services) shall have a provision for these agencies to enter into a contract with TMC for AMC at the rate and terms and conditions agreed after the successful completion of the defect liability period.

2.3.9. Trusts has agreed that on satisfactory completion of the Hospital Block buildings and after acceptance by DAE(TMC), it will hand over the same to DAE(TMC). Tata Trusts has also agreed to construct, at their own expenses, any marginal extension or alterations of the building.

2.3.10. Trusts will bring in latest construction technologies in order to be able to complete the project in a timely manner by early 2019 and possess autonomy in project management. As far as possible, the project deadline will be met without overrun.

2.3.11. Trusts will provide a blueprint of the overall programme in the catchment region with technical/clinical inputs from DAE(TMC), in order to improve cancer outcomes in the region, and manage the overall community programme

2.1.8. 2.1.9.

NOW, THEREFORE, the Parties hereby record the terms on which they are desirous to provide the facilities in relation to the Programme as follows:

1. Proposed Collaboration

1.1. Background

Currently, Uttar Pradesh leads India in cancer burden and contributes to around a quarter of DAE(TMC)'s registrations. In a population of about 20 crores in UP, it is expected to have about 1.5 lac new cancer patients every year. There is neither a population based registry nor a state of art cancer centre of international standards in UP. In order to improve outcomes and cater to the needs of patients in UP as well as adjoining regions of Madhya Pradesh, Jharkhand and Bihar, a "consortium of care" will be created between DAE(TMC), BHU and Tata Trusts with the goal of clinical downstaging of cancer in the region and providing optimal diagnosis and treatment to reduce physical, psychological and economic burdens on the patients and families in the region. The consortium will ensure that patients do not have to travel to distant centres by building a world class cancer hospital in Varanasi itself. The consortium will create a 250 bedded comprehensive cancer care and research center of international standards, with a super built up of approx. 4lakh sq.ft to cater to 15000 new cases and about 75000 follow-up patients annually. The facility will be scalable to 700 beds eventually. In addition to building and running the Hospital, conceive and implement a holistic programme in the region which would upgrade quality of services in healthcare providers (government and charitable), ensure adequate state insurance coverage, implement a comprehensive screening and awareness programme, conduct trainings of healthcare manpower including GMPs, Paramedical staff, nurses, Community health workers, activate existing government schemes, and build a body of work on integrative cancer medicine building on existing local knowhow. The consortium will ensure that the latest evidence-based protocols of care are made available in an affordable manner to the people of the catchment.

2. Mechanism

The following framework will be followed in the Programme:

2.1. Obligations & Responsibilities of DAE(TMC)

2.1.1. DAE(TMC) will provide detailed specifications and clinical inputs for the establishment of the Hospital.

2.1.2. DAE(TMC) will build Resident Doctors hostel, Nurses hostel, boundary wall, roads and developmental work, residencies for Staff, Faculty, Dean and MS and any other balance work in a timely manner with its own funds, itself or through CPWD, in coordination with the Trusts so that a seamless and functional hospital campus can be created

2.1.3. DAE(TMC) shall procure all the medical equipment, other than those procured by Tata Trust as per para 2.3.3 of this MoU, at their own cost.

2.1.4. DAE (TMC) would render all assistance to Tata Trust in obtaining regulatory and other approvals as may be required, including if and any approval required from BHU while the primary responsibility for statutory compliance/clearances for execution of this MOU will rest upon the Tata Trust.

2.1.5. DAE(TMC) along with Tata Trust shall regularly monitor the project to ensure timely completion.

2.1.6. DAE(TMC) will provide clinical leadership to the overall Programme and handle care of all patients having or suspected of having cancer who access IMS, Sir Sunderlal Hospital or the Hospital directly

2.1.7. DAE(TMC) will operate the Hospital and provide operational funding, personnel as per prevalent practice at TMC, and technology appropriate to the region; the centre will be managed on the same lines as TMC, Mumbai. DAE(TMC)

2.3.12. The Trusts will not receive any compensation for any of the services they provide as a part of this Programme

3. Representation, Warranties & Undertakings

The parties have represented that each of its initiatives is in compliance with applicable laws and government rules. The parties further represent that this MoU

3.1 Is within its powers and has been duly authorised by it;

3.2 Constitutes its legal, valid and binding obligations;

3.3 Does not conflict in any material respect with any law or regulation or its constitutional documents or any document binding on it and that it has obtained all necessary consents for the performance by it of this MoU and;

4. Notices

Any notice (including written intimation) required to be given under this MoU shall be deemed to have been duly given upon receipt when in writing and delivered in person, by facsimile transmission, by email, or by courier to the representative.

5 Validity and effective date

The effective date of this MOU shall be the last date of sign by the party concerned. This MOU shall be valid for a period of 5 years from the effective date, which shall be the date on which the last named person has duly signed. This may however be extended by mutual agreement.

6 Force majeure

If the performance of the MOU by either party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war/hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster, restrictions imposed by the government or other Statutory bodies which prevents or delays the execution of the MOU, then the party so affected shall promptly notify the other party in writing specifying the nature of the force Majeure and of the anticipated delay in the performance of the MOU. Should however the aforesaid force majeure conditions prevail, even after the expiry of 6 months, the parties will mutually decide the further course of action.

7 Settlement of disputes

In case of any dispute or difference between the parties, the same shall be resolved by and between the Parties by mutual consultation and if deemed necessary through mediation. If however such dispute or difference could not be resolved, the parties may choose to refer the disputes or differences to Secretary, Department of Atomic Energy, who shall be the Sole Arbitrator, and whose award shall be binding on both the parties as per Law.

This clause is applicable only to disputes between Tata Trust and DAE(TMC)

8 License, rights etc

Nothing herein shall be construed as

(i) giving the Trusts or its affiliates or sub-contractors, any license, right, title, interest in or ownership or otherwise to occupy the site beyond the period permitted by DAE(TMC)

(ii) granting any licence or right under Intellectual property rights, or copy rights, etc to be owned singly by Trusts, provided however, such rights shall be jointly owned by DAE (TMC) and Trusts.

(iii) representing any commitment by either party to enter into any additional agreement, by implication or otherwise.

9 Publicity

Neither party use the other party's or its affiliates names or trade marks for publicity or advertising purposes without the previous written consent of the other party.

10 Modification

Any alteration, modification or amendment to this MOU must be in writing and signed by each of the parties.

3-
[Handwritten signatures]

11 Jurisdiction

It is expressly understood by and agreed to by the parties that the Courts in Mumbai shall have exclusive jurisdiction to try and adjudicate upon the differences or disputes arising out of this MOU
This MOU is executed in three originals with each party retaining one original.

12 Amendments

No amendment, supplement, modification or clarification to this MoU shall be valid or binding unless set forth in writing and duly executed by the Parties to this MoU.

13 Relationship

This MoU is on a principal-to-principal basis between the Parties hereto. Nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent or master and servant or employer and employee between the Parties hereto or any affiliates thereof or to provide either Party with the right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other Party.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorised official on the day, month and year first above written.

SIGNED AND DELIVERED

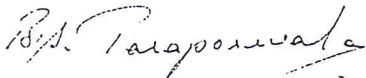
For and on behalf of Department of Atomic Energy, Tata Memorial Centre



Name: Mr. Sanjeev Sood

Title: Director Administration (Projects), Tata Memorial Centre

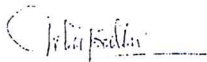
For and on behalf of Tata Trusts



Name: Mr. B.S. Taraporevala

Title: Secretary & Chief Financial Officer, Tata Trusts

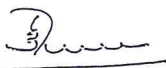
For and on behalf of Banaras Hindu University



Name: Mr. Neeraj Tripathi

Title: Registrar, Banaras Hindu University

1) Witness Name: D K-S. SHARMA

Witness Sign: 

2) Witness Name: DR V.K. SHUKLA

Witness Sign: 

Annexure 1 : Tata Trusts' Vision for cancer care and guiding principles

The Tata Trusts have been pioneers in cancer care via setting up Tata Memorial Hospital in 1942 and Tata Medical Center in 2011.

It is through these institutions and our work in the community that we have observed a significant skew of quality cancer care infrastructure in developed urban parts of the country which is not accessible or affordable to the vast majority. This manifests as long waiting lines and hordes of poor patients and their families thronging the doors of apex institutions like AIIMS, CMC Vellore and TMH Mumbai.

This skew coupled with financial and cultural barriers gives rise to a context that is characterized by poor awareness, late detection with about 87% patients presenting with advanced stages of the disease, poor access to quality care and therefore an abnormally high mortality, 68% vis-à-vis 30% in other developing nations.

The Trusts believe that building more apex centres is only a part of the solution. The Trusts have, in the past year, been engaging intensively with state governments such as Jharkhand, Assam, Andhra Pradesh. The Trusts have, in collaboration with clinical experts from the National Cancer Grid of hospitals, evolved a tiered hierarchy of care delivery, with an apex hospital providing complex and niche care and smaller units providing standardized treatment on a daycare basis – operating on a 'hub and spoke' model. The model also envisages a strong prevention and early detection program. The National Cancer Grid, established under the aegis of the Department of Atomic Energy will have a leading role in setting up standards for cancer care across the country.

As a guiding principle, it is our endeavor to ensure that no person shall be deprived of care either due to lack of access or affordability and the experience of a hospital should be akin to that of hospitality.

The Varanasi catchment region suffers inordinately with patients having to travel far and wide to access even basic cancer care. In order to preempt a situation where the proposed hospital is once again inundated, thereby compromising its ability to provide empathetic and optimal care, the Trusts would like to pilot a model of distributed care in the region. The Hospital in addition to the clinical service it provides directly, will function as a resource center, with satellite centres located within the public health infrastructure (district hospitals) or at mission-driven hospitals who are aligned to the same objectives as this consortium of providing affordable care to the poor. This model will, it is hoped, serve as an alternative and as a complement, to setting up large city-centric comprehensive cancer centres to address India's needs. From the present day predicament where the cancer patient travels a minimum of 1000km with family by train or road, we hope to progress to a situation where the Hospital provides complex care and treatment plans but the patient family does not have to leave the district for 80% of the cancer journey. Our focus is to improve staging by an active tobacco control programme, and by carrying screening, early detection closer to people's homes.



ITEM 17

TO CONSIDER AND APPROVE the appointment of Shri V.K. Upadhyay, Sr. Advocate, High Court, Allahabad as Legal Advisor for Banaras Hindu University.

NOTE

Shri Moti Lal Khatri, Sr. Advocate, Varanasi was engaged as Legal Advisor of the University and all the matters pertaining to legal opinion were referred to him. After the sad demise of Shri Moti Lal Khatri, no one was appointed as Legal Advisor of the University. Opinion matters are usually referred to Sri V.K. Upadhyay, Sr. Standing Counsel at High Court of Allahabad. Many times the University needs legal advice on issues/matters which are not the matter of any court case. In such cases we often seek advice of Sr. Standing Counsel, High Court Allahabad. Such advice may also be useful in preventing likely litigations and thereby reducing the number of court cases. Thus it is proposed that he may be designated as Legal Advisor for a period of three years initially on a fee as per Government of India norms.

The Executive Council may kindly consider and decide.