

परमाणु
ऊर्जा
नियामक
परिषद



भारत सरकार

GOVERNMENT OF INDIA

RADIOLOGICAL SAFETY DIVISION

Atomic
Energy
Regulatory
Board

S.A.Hussain,
Head/RSD

AERB/RSD/X-RAY /DRSMP/2010/474

June 03, 2010.

Dear Dr. J.P. Sharma

Please find enclosed herewith the original copy of MOU between AERB and Govt of Madhya Pradesh duly signed by Secretary, Atomic Energy Regulatory Board, Mumbai.

Please acknowledge the receipt of the same.

Yours faithfully


(S.A.Hussain)

Dr. J.P.Sharma,
F-93/19, Tulsi Nagar
Bhopal (M.P.)
Pin 462003



ISO 9001:2000

नियामक भवन, अणुशक्तिनगर, मुंबई - 400 094
NIYAMAK BHAVAN, ANUSHAKTINAGAR, MUMBAI - 400 094

दूरभाष / TELEPHONE : 91-22-2557 2989-91, 93-95, 2599 0100
फैक्स / FAX : 91 - 22 - 2556 5717, 2556 2344, 2558 3230
वेबसाइट / WEBSITE : www.aerb.gov.in

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ATOMIC ENERGY REGULATORY BOARD (AERB)
Government of India, Mumbai 400 094

AND

DEPARTMENT OF HEALTH & FAMILY WELFARE

Government of Madhya Pradesh
Bhopal, Madhya Pradesh

May 25, 2010

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ATOMIC ENERGY REGULATORY BOARD (AERB)
Government of India, Mumbai 400 094

AND

DEPARTMENT OF HEALTH & FAMILY WELFARE
Government of Madhya Pradesh
Bhopal, Madhya Pradesh

- 1.0 This Memorandum of Understanding (hereinafter called M.O.U.) covers the terms and conditions under which the Atomic Energy Regulatory Board (hereinafter called AERB) and the Department of Health & Family Welfare (hereinafter called Department) have agreed to participate in the registration process (review and approval of layout) and inspection of medical diagnostic X-ray installations (hereinafter called Installation) in Madhya Pradesh.
- 1.1 This MOU made and entered into on this 25th day of May, Two Thousand Ten (2010) between the Atomic Energy Regulatory Board (AERB), a Government of India body, having its registered office at Niyamak Bhavan, Anushaktinagar, Mumbai 400 094 (hereinafter called AERB which expression shall where the context so admits include its successors and permitted assigns) on the first part

AND

the Department of Health & Family Welfare, Government of Madhya Pradesh, having its offices in Bhopal. (hereinafter called Department which expression

shall where the context so admits include its successors and permitted assigns) of the other part.

2.0 PREAMBLE

2.1 WHEREAS AERB is engaged in exercising regulatory functions for all activities related to the use of ionizing radiation, on behalf of the Government of India, and is desirous of authorising the Department of Health & Family Welfare, Government of Madhya Pradesh for carrying out registration process and conducting inspections of medical diagnostic X-ray installations as stipulated under Rule 29, 30 (1, 2, 3, 4, 5, 6a, 6b, 6c, 6d) of the Atomic Energy (Radiation Protection) Rules 2004.

2.2 WHEREAS Department is having a set up of Radiation Safety Unit (RSU) as Directorate of Radiation Safety (DRS), MP will have qualified manpower as per AERB requirement to undertake the registration and inspection activity. Now, therefore, in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows :

3.0 SCOPE OF THE MOU

3.1 The MOU details the terms and conditions relating to the respective responsibilities and obligations of the parties, and confidentiality pertaining to the registration and inspection work.

4.0 RESPONSIBILITIES OF THE DEPARTMENT

4.1 The Department shall set up DRS-MP with the staff with designations, appropriate scales of pay, academic and professional qualifications as indicated in Annexure-I. The Department shall designate Director for DRS-MP, as the Officer co-ordinating with AERB and the Department. The Director DRS-MP shall be directed to provide the list of radiation safety inspectors and technical assistants from the DRS- MP involved in the registration and inspection work along with their bio-data and photographs for AERB's evaluation and concurrence.

4.2 The Department shall assign in writing the following functions and responsibilities to DRS-MP.

DRS-MP shall

I be the agency under the Government of Madhya Pradesh entrusted with the responsibility of implementing Rule 29, 30 (1, 2, 3, 4, 5, 6a, 6b, 6c, 6d) of the Atomic Energy (Radiation Protection) Rules 2004 and the guidelines promulgated by the AERB from time to time regarding radiation safety in medical diagnostic X-ray installations in Madhya Pradesh. The Installations of the Department of Atomic Energy, Government of India, shall be excluded from the purview of DRS-MP.

II send the information to AERB about inspections and layout approvals issued, on a quarterly basis so as to reach AERB Office in Mumbai within the first week of each quarter. In addition, for each installation inspected, a completely filled, duly signed and stamped registration form (Annexure-II) along with copy of layout approval letter and approved copy of layout plan for issuance of registration by

DRS-MP of the X-ray machines of which registration have been done by DRS-MP shall also be submitted as part of the inspection report for each installation.

III approach the individual medical X-ray installations for registration initially and for renewal of registration after every two years by inspecting the installation before registration/ renewal of registration

- a) review and approve the plan or layout of medical X-ray installations in the light of requirements and guidelines stipulated in Atomic Energy (Radiation Protection) Rules 2004 and in the Notifications, Safety Standards, Codes and Guides of AERB and suggest modifications if any, as appropriate.
- b) inspect all the medical diagnostic X-ray installations which are to be registered or for which registration is to be renewed.
- c) verify whether every medical X-ray unit installed in Madhya Pradesh is type approved by AERB.
- d) inform AERB in case any new medical X-ray unit installed at any premises is not type approved by AERB.
- e) inspect the work practices being followed in medical X-ray installations and ensure they are acceptable from the point of view of radiation safety.
- f) inspect any permanently installed or movable protective barrier within X-ray room.
- g) verify whether qualified manpower in accordance with the requirements of the Safety Code (SC/MED-2) is available for operation of X-ray unit.

- h) carry out such tests and measurements as may be necessary to assess radiation safety and take necessary steps as it may consider necessary, including examination of relevant records, to determine the adequacy or otherwise of the methods employed as well as the devices used in the medical diagnostic X-ray installations, to provide adequate protection.
- V in co-operation with appropriate agencies and under the guidance of AERB, organize training programmes on radiation safety from time to time.
- VI organize workshops/seminars in co-operation with appropriate agencies to update the knowledge of radiation safety among the technical people involved.
- VII organize suitable public awareness programmes regarding radiation safety.
- VIII interact on technical matters pertaining to radiation safety with national and international bodies, with prior concurrence of AERB. No policy-related subjects shall be dealt with in such interactions.
- IX undertake radiation safety related research work in collaboration with appropriate agencies.
- X prepare a Manual containing the mode of registration, including a check list of every item to be assessed/ noted during the inspection, acceptance tests and quality assurance tests in consultation with AERB.
- XI ensure that the Manual covers all the requirements of radiation safety stipulated by the Rules, Notifications, Safety Standards, Codes, Guides and Manuals issued by AERB.

XII update the Manual referred to in 4.2 (X) regularly and in any case once every three years after appropriate review to incorporate modifications, if any, on the basis of experience gained.

XIII consult AERB for this review referred to in 4.2 (XII).

4.3 Department shall consider including the Director DRS-MP as an ex-officio member in all Technical Committees in the Government institutions in the State of Madhya Pradesh constituted for the purchase of medical X-ray units.

5.0 RESPONSIBILITIES OF AERB

5.1 AERB shall arrange to hold one refresher training programme to the staff of the DRS-MP in Mumbai to prepare them for carrying out the inspection tasks. The TA/DA expenses of the team from the DRS-MP visiting Mumbai for this programme shall be borne by the Department. There shall be no charge levied for the training services provided by AERB.

5.2 AERB shall issue an appropriate authorisation card for each employee of the DRS-MP entrusted with the inspection work on behalf of AERB. Such an authorisation card shall be returned to AERB immediately upon retirement or the disengagement of the particular employee from the inspection activity.

5.3 AERB shall provide to DRS-MP the information available with it regarding the list of installations and other relevant data.

6.0 JOINT REVIEW

6.1 Chairman, AERB and Secretary, Department of Health & Family Welfare, Government of Madhya Pradesh shall jointly review the overall progress of work along with the Director, DRS-MP at least once annually. Such reviews shall be

held in Bhopal and Mumbai, alternately. First such review shall be held in Bhopal within six months of the formation of the DRS-MP. The Director, DRS-MP should submit to AERB a detailed status report on the inspection work once in 3 months and hold a review meeting with AERB at Mumbai once in 12 months. TA/DA for the review meeting shall be met by DRS-MP.

7.0 EFFECTIVE DATE, DURATION AND TERMINATION OF MOU

7.1 The MOU shall be effective from the date of signing and shall remain in force for a period of five years from the effective date. MOU shall be extended on mutual discussion and consent between Chairman, AERB and Secretary, Department of Health & Family Welfare.

7.2 During the tenure of the MOU, parties hereto can terminate the MOU either for violation of any of the clauses of the MOU or for other valid reasons, by giving six month's notice in writing to the defaulting party. Failure of either party to terminate the MOU on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this MOU.

8.0 SETTLEMENT

8.1 In the event of termination of the MOU vide clause 7.2, the rights and obligations of the parties hereto shall be settled by mutual decisions.

9.0 CONFIDENTIALITY

9.1 DRS-MP shall not divulge the information collected during the inspection to any other outside agency or persons without obtaining the prior permission from

AERB. No publications shall arise from DRS-MP on the analysis of registration and inspection work and data without the explicit concurrence of AERB.

10.0 RELATIONSHIP BETWEEN DRS-MP AND AERB

10.1 The DRS-MP shall carry out the functions envisaged under the Rule 29, 30 (1, 2, 3, 4, 5, 6a, 6b, 6c, 6d) of the Atomic Energy (Radiation Protection) Rules 2004. AERB shall have the right to inspect any radiation installation on its own or to re-inspect a representative number of installations already inspected by DRS-MP to verify the correctness of its observations.

10.2 AERB shall have the authority to withdraw the authorisation extended to the DRS-MP or any of its inspectors to carry out various functions under the Rule 29, 30 (1, 2, 3, 4, 5, 6a, 6b, 6c, 6d) of the Atomic Energy (Radiation Protection) Rules 2004 after conveying in writing the reasons for the withdrawal. AERB decision in this matter shall be final and binding on the DRS-MP.

10.3 If DRS-MP finds that any institution has violated the rules and guidelines of radiation safety, it will inform AERB about the violation in detail for enforcement action. Necessary action will be taken by AERB and intimated to DRS-MP.

11.0 APPEAL AGAINST DECISIONS OF DRS-MP

11.1 Appeals, if any, against the decisions of the DRS-MP will lie with the AERB.

12.0 LEGAL MATTERS

12.1 All legal matters, including court cases, etc., arising out of the functioning and enforcement of actions of DRS-MP shall be handled by appropriate lawyers/ legal

representatives to be appointed by the State Government. AERB also reserves the right to be represented through the same State Government lawyers appointed by the AERB, in case AERB is made a co-respondent in any case. The legal fees etc. for such defending DRS-MP action shall be borne by the DRS-MP, except for the fees of lawyers appointed by AERB.

13.0 FORCE MAJEURE

13.1 Neither party shall be held responsible for non-fulfillment of their respective obligations under this MOU due to the exigency of one or more of the force majeure events such as but not limited to acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within two weeks of such occurrence or cessation. If the force-majeure conditions continue beyond six months, the parties shall then mutually decide about the future course of action.

14.0 NOTICES

14.1 All notices and communications to be served on the Department shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the DRS-MP at its registered headquarters address in Bhopal. Similarly, all notices and other communications required to be served on AERB under the terms of this MOU shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to AERB at its headquarters address in Mumbai.

15.0 ARBITRATION

15.1 Except where otherwise provided, any dispute arising out of this MOU shall be referred to the sole arbitration of a person mutually agreed by Chairman, AERB and Secretary, Department of Health & Family Welfare, Government of Madhya Pradesh whose decision shall be final and binding. The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

SEAL OF PARTIES

In witness whereof the parties hereto have signed this Memorandum of Understanding on the day, month and year mentioned hereinbefore.

Parties

For and on behalf of
the Department of Health &
Family Welfare

Signature: _____

[Handwritten Signature]
Name: Arun Tiwari

Designation: Secretary,
Department of Health & Family Welfare
Government of Madhya Pradesh

SECRETARY
Govt. of Madhya Pradesh
Public Health & Family Welfare
Bhopal Gas Tragedy Relief &
Rehabilitation Department,
Mantralaya, Bhopal.

Seal: _____

Witness: (Name & Address)

1. Dr. J. P. Sharma

Dr. J. P. SHARMA
DIRECTOR

Regional Spary, Madhya Pradesh
Office of Commissioner Health

1st Floor, Sayaji Bhawan, UPPKAL (M.P.)

2. _____

[Handwritten Signature]

(सुरेन्द्र उपाध्याय)

अपर सचिव (प्रशासन)
संचालनालय स्वास्थ्य सेवाएँ, मध्य प्रदेश

Date: _____

For and on behalf of AERB

Signature: _____

[Handwritten Signature]

Name: (Om Pal Singh)

Designation: Secretary, AERB

डा. ओम पाल सिंह / Dr. OM. PAL SINGH
सचिव, पर्याप्त एवं निदेशक / Secretary, AERB & Director
इन्फो एवं टेक्नोलॉजी सेवा विभाग / Information & Technical Services Division
परमाणु ऊर्जा नियामक परिषद / Atomic Energy Regulatory Board
राज्य सरकार / Government of India, निम्नमक भवन / Niyamak Bhawan
अनुसंधान नगर, मुंबई / Anusandhan Nagar, Mumbai-400 086

Witness: (Name & Address)

1. J. S. M. U.

V. S. IYER

2. _____

[Handwritten Signature]
(RAJOO KUMAR)

Date: May 25, 2010

Annexure-1

QUALIFICATIONS, EXPERIENCE AND SCALES OF PAY OF THE STAFF OF THE RADIATION SAFETY AGENCY (RSA)

Name of the post	Academic Qualification	Professional Experience
Head (Scale of Pay Rs. 37400-67000, Gr.Pay-8900)	Post-graduate degree in Physics and Diploma in Radiological Physics of University of Bombay or equivalent.	Senior, qualified physicist with 10 years of experience in radiation safety / 10 years of safety related experience in radio-diagnosis / radiotherapy in a premier teaching research institution.
Radiation Safety Inspector (RSI) (Scale of Pay Rs.15600-39100 Gr.Pay-7600)	Post-graduate degree in Physics and Diploma in Radiological Physics of University of Bombay or equivalent.	Senior, qualified physicist with 5 years of experience in radiation safety / 5 years of safety related experience in radio-diagnosis / radiotherapy in a premier teaching research institution.
Technical Assistants (TA) (Scale of Pay Rs.9300-34800 Gr.Pay-3200)	Graduate in Physics and 2 years training in Radiology Technology (CRA or equivalent).	

Note: The number of RSIs and TAs can be decided by the Department to ensure effective implementation of registration and inspection process.

(Dr.J.P. Sharma)
Director
Radiation Safety
Directorate of Health Services
Madhya Pradesh