

## ESTABLISHMENT OF LEARNER SUPPORT CENTRES

**Learner Support Centre (LSC)** is the term given to a centre established at the local level, which is maintained or recognized by the University for advising, counselling or for rendering any other assistance required by the learners during their course of study with IGNOU. It is synonymous with 'Study Centre'.

The definition of LSC given in the **IGNOU Act (1985)** is, as mentioned

As per Section 2(o) of IGNOU Act 1985, Study Centre means "a centre established, maintained or recognized by the University for the purpose of advising, counselling or for rendering any other assistance required by the students".

**As per UGC ODL Regulations 2017 the Definition and Establishment of Learner Support Centre or Study Centre 'Study Centre (SC) or Learner Support Centre (LSC)'** means a Centre established, maintained or recognised by the Higher Education Institution for advising, counseling, vocational guidance, hands on experience, library services and providing interface between the teachers and the learners, rendering academic and any other related services and assistance, like field experience, laboratory for experimental work, Information Communication Technology facilities for operations and interaction with the learners etc. for the benefit of the learners.

**All Study Centre or Learner Support Centre** are established only in a College or Institute affiliated to a recognised university (other than a Private University) or a Government recognized Higher Educational Institution offering conventional mode programmes of equivalent level in the same broad areas under the relevant faculty such as faculty of sciences or social science or humanities or commerce or management etc. and having all the necessary infrastructure and availability of appropriate number of qualified faculty not below the rank of qualified Assistant Professors of recognised Colleges or Institutes offering a similar programme for engaging theory contact sessions and supervising practical sessions in laboratory or field:

**Special Learner Support Centre** are established for imparting instruction to persons referred to in the Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995, the National Trust for Welfare of Persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disability Act, 1999 including the employees of Defence or Security Forces and jail inmates interested to study through the Open and Distance Learning mode. However, in case of programmes like those being developed by the Government for Skill Development or Lifelong Learning, the Study Centre or Learner Support Centre could be opened in Government institutions having capabilities for learner support services in the respective areas.

The LSC is headed by a Coordinator. **The eligibility for engaging a Coordinator of the Learner Support Centre as per UGC ODL Regulations 2017 is:** The Coordinator shall be a regular teacher not below the rank of a qualified Assistant Professor of the concerned College or Higher Educational Institution and assisted by the counselors as decided by the Higher Educational Institution.

## PROCEDURE FOR ESTABLISHMENT OF LEARNER SUPPORT CENTRE

- The RC can approach any of the institution depending upon the necessity for creating access to IGNOU and its academic programmes;
- Alternatively, the willing institution can also approach RC for opening up LSC;
- Prospective LSC is required to submit an Expression of Interest to associate with IGNOU as its LSC and provide information in the prescribed Basic Information Format; (**Annexure1**).
- The RC assesses the strengths and weaknesses of the prospective institution. If satisfied, a visit to the institution is made by RD/ARDs (Academics) for on-the spot inspection to assess the suitability, verify the submission and submit an Inspection/Assessment/Visit Report;
- The RC then forwards the complete proposal (if satisfied in terms of infrastructure, academic Counsellors and staff), to the RSD, with recommendations of the Regional Director, enclosing the duly signed MOU (**Annexure 2**) and a panel of three names for engaging as Coordinator in the prescribed **format (Annexure 3)**;
- The RSD processes the bio-data of Academic Counsellors(AC) discipline wise and forwards to respective School of Studies for their observation/ recommendation and approval on suitability and qualification of ACs; (Annexure 4A & 4B)
- For the establishment of LSCs for practical oriented programmes of a particular school the entire proposal along with the bio-data of AC and details of physical infrastructure is sent to the respective School for observation and recommendation. On receipt of recommendations of the Faculty, RSD shall place all such recommendations before the Student Services Committee (S SC), a Standing Committee of the Board of Management, for consideration;
- Once the proposals are cleared by the SSC and minutes of the SSC are approved by the Vice Chancellor, a notification is issued by RSD regarding establishment of the approved LSCs; and
- Appointment letters for Coordinator and biodata of the approved ACs are sent to the RC immediately after the notification of the LSCs.

The above procedure is depicted in the **Figure below** :

## Procedure for Establishment of Study Centres

**STAGE -1** Scrutiny of the proposal submitted by the host institution, by the regional centre. The following aspects are examined.

- Whether proposal submitted in the prescribed formats
- Whether formats are duly signed and stamped at the stipulated places.
- Whether relevant documents are enclosed with the proposal.
- Justification for establishment of LSC, considering the feasibility and need in the geographical area.
- Expected enrolment and key target groups to be reached by the proposed centre
- On scrutiny, if the proposal is found deficient in any respect, a clarification is sought from the host institution.
- And if the institution does not fulfill any of the abovementioned eligibility criteria / norms, the proposal is rejected

### STAGE -2

Once the proposal is scrutinized, the following steps are followed.

- Visit to the proposed site by RC Academics and discussion with the Head of the Institution and others.
- Physical verification of the stated infrastructure details (physical and human)
- Preparation of the visit report, based on the observed facts.
- Submission of the visit report by the visiting Academic to the Regional Director.
- Forwarding the complete proposal, along with the visit report with a recommendation of the Regional Director to the Regional Services Division.

### STAGE -3

Receipt of the proposal at RSD and verification of all aspects w.r.t the following.:

- All prescribed formats , duly filled and enclosing relevant supporting documents pertaining to the institution , academic counselors , MoU and panel for appointment of Coordinator

Proposals complete in all respects are forwarded for approval of the VC through the SSC and subsequently, notification is issued by the RSD and the LSC is formally established. The LSC becomes operational, bank accounts are opened and academic activities begin at the LSC.

Proposals found deficient are sent to the RC concerned seeking clarification and removal of deficiency in the proposal. The RC, after removal of deficiency, resubmits the proposal with the required documents.

The proposals which do not fulfill the eligibility criteria are rejected and the RC is informed accordingly.

## **LIST OF ANNEXURES**

1. Annexure 1: Proforma for Opening LSC
2. Annexure 2: Format for Memorandum of Understanding(MOU) for LSC
3. Annexure 3: Proforma for Appointment of Part Time Coordinator at LSC
4. Annexure 4A & 4B: Proforma for Empanelment of Academic Counselors

## INDIRA GANDHI NATIONAL OPEN UNIVERSITY (IGNOU)

## REGIONAL SERVICES DIVISION (RSD)

## PROFORMA FOR OPENING OF LEARNER SUPPORT CENTRE(LSC)

(To be filled in by Host Institution)

1.0	Name of the Institute/College/University		
1.1	Year of establishment		
1.2	Name of the University/Institution/Government Recognized Higher Educational Institutions/ Statutory body to which above Institute/College/University is affiliated (Please attach copy of the affiliation letter)		
1.3	Year of affiliation		
1.5	Nature of Affiliation (Permanent/Provisional)		
1.6	Period of Affiliation (From.....to...)		
1.7	Type of Institution (Please tick )		a) Government body/Institution b) Government College c) Aided Private College d) Unaided Private College e) Central University f) State University g) Private University h) Deemed University i) Any other (Please specify).....
1.8	Category of Institution, if applicable (Please tick )		a) Co-educational b) For Girls only c) For Boys only
2.0	Address of the Institute/College/University		
2.1	District		
2.2	Pin Code		
2.3	State		
2.4	Phone Number		
2.5	Mobile Number		
2.6	Email		
2.7	Website Address (URL)		
2.8	Face Book Page, if any		
2.9	Twitter Handle, if any		

<b>3.0</b>	Name of the Management / Governing Body		
<b>3.1</b>	Address of the Management / Governing Body		
<b>3.2</b>	Registration details of the Management Body/ Governing Body		
<b>4.0</b>	Location where proposed LSCs situated – (Village/Block/ Tehsil/ District Hqs) Note: Please also attach a District map indicating location		
<b>4.1</b>	Area (Rural/Urban/Tribal/Hilly etc)		
<b>5.0</b>	<b>Demographic Profile of District of the Proposed LSC</b>		
	<b>Particulars</b>		<b>Details</b>
<b>A</b>	Total Population		
<b>B</b>	Male Population		
<b>C</b>	Female Population		
<b>D</b>	SC Population		
<b>E</b>	ST Population		
<b>F</b>	Minority Population		
<b>G</b>	Transgender Population		
<b>5.1</b>	<b>Literacy Profile of District of the proposed LSC</b>		
	<b>Particulars</b>		<b>Percentage</b>
<b>A</b>	Total Literacy		
<b>B</b>	Male Literacy		
<b>C</b>	Female Literacy		
<b>D</b>	Transgender Literacy		
<b>5.2</b>	Approximate population which can be benefited by the LSC		
<b>5.3</b>	Languages / spoken (Hindi/English/Others...Please mention)		
<b>6.0</b>	Details of nearest Higher Educational Institutions (Degree College/University etc) with distance from the proposed LSC. Note: In case of more than 5 institutions please attach separate sheet.	<b>Name of the Institution</b>	<b>Distance</b>
		1	
		2	
		3	
		4	
		5	
<b>6.1</b>	Potential source of enrolment in different Programmes of IGNOU	1.....	
		2.....	

		3..... 4..... 5.....																				
<b>7.0</b>	Name of the Programmes being offered by the Host Institution	<p><b>Under Graduate Programmes:</b></p> <table border="0"> <thead> <tr> <th style="text-align: left;">Subject</th> <th style="text-align: left;">No of Faculty</th> </tr> </thead> <tbody> <tr><td>1</td><td></td></tr> <tr><td>2</td><td></td></tr> <tr><td>3</td><td></td></tr> <tr><td>4</td><td></td></tr> <tr><td>5</td><td></td></tr> </tbody> </table> <p><b>Post Graduate Programmes:</b></p> <table border="0"> <thead> <tr> <th style="text-align: left;">Subject</th> <th style="text-align: left;">No of Faculty</th> </tr> </thead> <tbody> <tr><td>1</td><td></td></tr> <tr><td>2</td><td></td></tr> <tr><td>3</td><td></td></tr> </tbody> </table>	Subject	No of Faculty	1		2		3		4		5		Subject	No of Faculty	1		2		3	
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		<p>4</p> <p>5</p> <p><b>Any Other:</b></p> <p><b>Subject</b>                      <b>No of Faculty</b></p> <p>1</p> <p>2</p> <p>3</p> <p>4</p> <p>5</p>
<b>7.1</b>	Qualification-wise break-up of teachers/ faculty (In numbers)	<p>Ph.D. :-</p> <p>M.Phil :-</p> <p>Post Graduate :-</p> <p>JRF/NET/SLET :-</p> <p>Research Guide:-</p>



7.2	Breakup of the Teachers/ Faculty (In numbers)	Permanent:- Temporary:- Visiting/Guest :-
7.3	Physical facilities	Number of Lecture rooms/hall:- Number of Examination Halls:- Number of Auditorium:- Hostel facility (Yes/No):- If Yes, Hostel Capacity:- Girls: Boys:
7.4	Library Facility	Number of Journals subscribed :- Number of Books :- E content access :-
7.5	Computer Availability	Total Number of Computer terminals:- Total Number of Computer terminals in Computer Lab: Internet (Broadband/Leased Line/other): Number of LCD Projectors: Number of Printers: Number of Scanners:
7.6	Television Availability	Number of Televisions: DTH Connection (Yes/No):
7.7	Laboratories (Please enclose detailed available list of equipments)	Physics (Yes/No):- Chemistry (Yes/No):- Zoology (Yes/No)

		Botany (Yes/No):- Psychology (Yes/No):- Language Lab (Yes/No):-																				
<b>7.8</b>	Has the Management / Governing Body of the institute agreed to provide 3 to 4 rooms with space of approximately 400-600 sq feet with required furniture & equipments for exclusive use of the proposed LSC without charging any rent (YES/NO)																					
<b>7.9</b>	Name of the IGNOU Programmes Proposed by the Host Institution at Proposed LSC along with expected enrollment. (Note: For details about IGNOU programmes please visit IGNOU website: <a href="http://www.ignou.ac.in">www.ignou.ac.in</a> )	<table border="1"> <thead> <tr> <th>Programme Code</th> <th>Expected Enrollment</th> </tr> </thead> <tbody> <tr><td>1</td><td></td></tr> <tr><td>2</td><td></td></tr> <tr><td>3</td><td></td></tr> <tr><td>4</td><td></td></tr> <tr><td>5</td><td></td></tr> <tr><td>6</td><td></td></tr> <tr><td>7</td><td></td></tr> <tr><td>8</td><td></td></tr> <tr><td>9</td><td></td></tr> </tbody> </table>	Programme Code	Expected Enrollment	1		2		3		4		5		6		7		8		9	
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			10 etc
<b>8.0</b>	Justification for Opening of IGNOU Learner Support Centre		
<b>9.0</b>	Name of the proposed part time Coordinators in order of preference (Please enclose their complete bio-data along with educational and experience certificates in the prescribed format)		1  2  3

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**Declarations:**

1. We have gone through MOU and Governing Body/ Competent authority of the Institution has agreed to provide infrastructure as per MOU.
2. It is certified that the proposal for opening of IGNOU Learner Support Centre (LSC) has been duly approved by the Governing Body/ Competent authority of the Institution.
3. It is also certified that the proposal for the Opening of LSC in our institution has been submitted as per the conformity of UGC ODL Regulation – 2017.
4. The Host Institution shall abide by the norms/ rules & regulations of IGNOU amended/applied from time to time.

(Signature of the Head of the Institution)

Name:

Designation & Seal

## **Guidelines:**

1. For appointment of Part time Coordinator, the host institution shall recommend a panel of three names preferably among the permanent teachers/ faculty serving in the institution as per the UGC ODL Regulation – 2017. Following provisions shall be observed while recommending the panel:
  - a. The name of the Head of the Institution where the Learner Support Centre proposed to be located should not be recommended.
  - b. The persons recommended should be fairly senior, preferably with some administrative, organizational experience minimum at the level of Assistant Professor.
  - c. They should be willing to work for the promotion of the Open and Distance Learning(ODL) system.
  - d. They should not be retired persons or those nearing their retirement.
2. Enclose a detailed map of the district where the proposed Learner Support Centre is located.
3. At S.No 6.0 kindly indicate the names of the University, Colleges, Institutions and any other institutions of higher learning.
4. At S.No 6.1 kindly indicate target group like college students, working persons, defense personnel's, housewives, etc. Besides these target groups peculiar to the place may be mentioned. e.g. if there is any industry, one can mention the industry workers and their family members, as the potential learners.
5. In a separate sheet please indicate the names of teacher / professional who are capable of becoming IGNOU Academic Counsellors. Please indicate their qualifications and teaching/ research experiences. Also include the names of teachers of such discipline which are relevant to the programmes proposed to be activated.

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**{LEARNER SUPPORT CENTRE (LSC)}**

This "**Memorandum of Understanding**" (Here – in – after called the "**MOU**") is executed on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 and shall be effective commencing from \_\_\_\_\_ (Here – in – after referred to as the "**Effective Date**") at New Delhi,

**BY**

**&**

**BETWEEN**

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY (IGNOU)**, a National University established by an Act of Parliament i. e., Indira Gandhi National Open University Act, 1985 (Act No. 50 of 1985) having its Headquarters at Maidan Garhi (New Delhi – 110068) {Here – in – after for the sake of brevity referred to as "**IGNOU**", which expression unless excluded by or repugnant to the context or meaning hereof, shall include its Successor (s), Administrator (s) or Permitted Assignee (s)}, being represented through its Authorized Signatory, \_\_\_\_\_, Registrar (Administration) of the **FIRST PART**.

**AND**

**NAME OF THE COLLEGE / INSTITUTION / UNIVERSITY** \_\_\_\_\_

\_\_\_\_\_  
(Details of the College / Institution / University), having its Office at \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ {Here – in – after for the sake of brevity referred to as the "**HOST INSTITUTION**" or "**LEARNER SUPPORT CENTRE (LSC)**" which expression unless excluded by or repugnant to the context or meaning hereof, shall include its Successor (s), Administrator (s) or Permitted Assignee (s)}, being represented through its Authorized Signatory, \_\_\_\_\_ (Name & Designation), \_\_\_\_\_ (Name of the College / Institution / University) of the **SECOND PART**.

**HERE-IN-AFTER**, individually referred to as the "**Party**" and collectively referred to as the "**Parties**"

**WHEREAS**, IGNOU is an autonomous University established by an act of Parliament with a view to democratize education and disseminate knowledge through multiple media for the benefit of large section of society within the country, especially the weaker and disadvantaged groups through Open and Distance Learning (ODL). In order to fulfill the vision of democratizing higher education and providing access to all segments, the University has the mandate to impart

education and knowledge through various flexible means suited to the open and distance education mode i. e.,

- (i). To provide access to higher education to all segments of the Society;
- (ii). To offer high-quality, innovative and need-based programmes at different levels, to all those who require them;
- (iii). To reach out to the disadvantaged by offering programmes in all parts of the country at affordable costs; and
- (iv). To promote the standards and quality of education offered through Open and Distance Learning in the country;

**WHEREAS**, (Name of the College / Institution / University) is affiliated to.....  
University or Government recognized Higher Educational Institution offering programmes in the same broad areas having the necessary infrastructure and human resources for offering the programmes.

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(Details of the College / Institution / University).

**AND WHEREAS, given the mission of the (Name of the College / Institution / University) and IGNOU in the spheres of education and their interests in teaching and research in the field of distance and open learning, the Parties herein above agree and undertake towards each other to offer programmes under Distance Education System with the Learner Support Centres (LSC) for such academic programmes identified and activated at the LSC as agreed upon.**

**THAT, both the parties have agreed upon the terms and conditions governing their relationship for their co-operation to provide educational opportunities to communities at large.**

**NOW THEREFORE, IN VIEW OF THE FOREGOING PROMISES AND IN FURTHER CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS GIVEN UNDER:**

**1. OBLIGATIONS OF THE "HOST INSTITUTION" :**

(i). Physical Infrastructure Requirements:

The Host Institution will :

- (a). Provide minimum three to four rooms with space of approx. 400-600 square feet with required furniture and equipment exclusively for office use of IGNOU, (for office of Coordinator and for storing records, assignments, printed materials etc.) without charging any rent;
- (b). Provide class rooms with required furniture which can be used for holding academic counselling sessions as per academic calendar of IGNOU, without charging any rent;
- (c). Extend the use of Laboratory and Computer to IGNOU Learners for specialized programmes requiring use of institutional infrastructure facilities as per IGNOU norms;
- (d) Extend facilities for use of library to IGNOU learners for reference purposes;
- (e). Provide space at a prominent place for installing IGNOU signboard;

(ii). Digital / Online Requirements:

The Host Institution will:

- (a). Provide/Share adequate number of Computers, Printers, scanner, Internet facility, Web Cam, LCD Projector, high speed broad band, for office use and for facilitating processing of online assignment system and other online support activities of IGNOU;
- (b). Provide a full fledged computer lab equipped with computers, internet, broadband facilities to facilitate processing of online assignment system and other online activities of IGNOU as per requirements of study for the university programmes ;
- (c). Provide/Share Online / DTH facilities for access to Gyan Darshan / Gyan Vani transmissions;

(iii). Manpower Requirements:

The Head of the Host Institution will:



- (a). Recommend a panel of three names of senior most academics from among the regular academics to IGNOU for engagement as part time Coordinator, not below the rank of Assistant Professor, for coordinating and managing all the activities of IGNOU;
  - (b). Allow the Coordinator to engage Assistant Coordinators and other part time staff drawn from the regular staff of the host institution and as per IGNOU norms;
  - (c) Assume the charge of Coordinator in case there is no Assistant Coordinator and Coordinator is unavailable during intermittent periods as an interim arrangement;
  - (d) Allow its faculty for empanelment as Academic Counselor of IGNOU;
  - (e) Carry out distribution of study material provided by the Material Production and Distribution Division, IGNOU as per IGNOU norms;
- (iv). Learner Grievance Redressal Mechanism:
- The Host institution will have in place a dedicated helpdesk with a dedicated staff for addressing all learner grievances received at the LSC in person, by post or through email.

## 2. **OBLIGATIONS OF IGNOU:**

- (i). Convey the approval of engagement of part time Coordinator from the panel recommended by the Head of Host Institution and pay monthly honorarium at the prescribed rates of the University;
- (ii). Empanel part time Academic Counsellors/Evaluator as per specified nomenclature, and make payment of remuneration to them as per IGNOU norms;
- (iii). Convey the approval of engagement of part time staff on the basis of recommendation of the Coordinator and pay remuneration as per IGNOU norms;
- (iv). Will pay hiring charges towards the use of Computers/Laboratory / Equipment /Consumables (provided they are used by learners) for programme requirements as per IGNOU norms;

- (v). Will pay the hiring charges to the LSC for the use of computers and computer accessories for IGNOU activities used by the host institution as per IGNOU norms;
- (vi) Will pay handling charges for the distribution of study materials to learners as prescribed by the university (if required);
- (vii). Monitor and supervise and visit the LSC at any time to ensure that LSC under this MOU are being run as per standards of IGNOU;

### 3.1 **EFFECTIVE DATE, DURATION & TERMINATION:**

- (i). This MOU shall enter into force from \_\_\_\_\_ (Here-in-after referred to as the "**Effective Date**") and shall be valid for a period of Five (05) years ending on \_\_\_\_\_ with the option of renewal. The term of this MOU may be further renewed on terms and conditions mutually agreed upon and recorded in writing between the Parties. The processes of renewal must necessarily be started six months before the termination date. However, students admitted to any programme during the period of validity of this MOU will be enabled to complete their programmes of study and appear in the relevant examinations, and the obligations of the respective Parties will continue to be in force during such period irrespective of termination of the agreement.
- (ii). Either party may terminate this MOU by providing the other party with Six Calendar Months advance notice. Such termination shall take effect at the end of the six month period ;
- (iii). However, either party shall be entitled to terminate this MOU immediately and without further notice in the event of the other party committing a material breach of the terms and conditions of this MOU, and failing to remedy such breach within 30 (Thirty) days after the receipt of written notice calling upon such party to remedy the breach complained of ;
- (iv). The termination of this MOU, for whatever reason, will not affect the rights of a party, which might have accrued at the date of termination and will further not affect any rights, which specifically or by their nature survive the termination of this MOU ;

### 3.2 **FORCE MAJEURE :**

- (i). Neither IGNOU nor (Name of the College / Institution / University) shall be liable to each other or to their students for failing or delay in the performance of any of its obligations under this AGREEMENT or the time over to the extent such failure or delay is caused by riots, civil commotion, war, hostilities between nations, government laws, orders or regulations, embargoes, actions by the government or any agency thereof, acts of God, storms, fires accidents, strikes, sabotages,

explosions, or other similar or different contingencies beyond the reasonable control of the respective Parties.

- (ii). In the event that either party is, wholly or in part, prevented from or hindered in carrying out or observing any of the terms or conditions of this agreement for any cause set forth herein this MOU, such party shall give written notice to the other party by the most expeditious means as soon as possible after and occurrence of the cause relied on, giving full particulars of the reason for such prevention, or hindrance, and the Parties shall in good faith consult each other and take necessary measures for the resolution of the affairs so prevented or hindered.

### 3.3 **AMENDMENT OF MOU :**

- (i). The obligations of IGNOU and (Name of the College / Institution / University) have been outlined in this MOU. However during the operation of the MOU, circumstances may arise which may call for alterations or modifications of this MOU. These modifications / alterations will be mutually discussed and endorsed in the form of an "Appendix or Addendum to the MOU". These modifications / alterations will be mutually discussed and agreed upon in writing and shall be effective only if executed by the respective duly authorized representatives of each of the Parties hereto;

**(ii). No Amendment for change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set in writing and executed by the respective duly authorized representatives of each of the parties hereto;**

### 3.4 **INDEMNITY CLAUSE:**

- (i). (Name of the College / Institution / University) has agreed to bear the responsibility for any third party claims, demands, proceedings, prosecutions, or actions against IGNOU, arising out of and as a result of any callous, negligent, deficient action or omission by any employee of (Name of the College / Institution / University) and has undertaken to keep IGNOU indemnified against all losses and damages suffered including expenses incurred by IGNOU while defending the claim (inclusive or legal expenses) in City, or any other court as a result of any such claim, demands, proceedings, prosecutions or actions.
- (ii). The Parties have agreed that this provision shall survive termination of the agreement and the (Name of the Institution) has agreed to clear the amounts claimed by IGNOU under this clause within 15 days from the date when the demand is made by IGNOU.

### 3.5 **NO PARTNERSHIP :**

- (i). Nothing in this MOU shall be deemed to neither constitute or create an Association, Trust, Partnership or a Joint Venture between the parties nor constitute any Party the agent of any other Party for any purpose. Neither this MOU, nor any activities described herein, shall be construed as creating a Partnership, Joint Venture, Franchise, Agency or other such relationship. Neither Party is authorized, in any manner, to make any commitment on behalf of or to bind the other Party ;
- (ii). The Parties shall ensure compliance with all statutory provisions applicable to and governing the employment of its employees and representatives, deployed and would ensure compliance to provisions of statutes, as amended and applicable from time to time for such employees and representatives. Under no circumstances shall employees, agents and representatives of either party, represent as or be construed as employees / agents of the other party to this MOU. Neither party shall enter into any independent arrangements with the other party's employees ;

### 3.6 **DISPUTE RESOLUTION :**

If any dispute or difference of any kind whatsoever may arise between the Parties in connection with or arising out of this agreement or out of the breach, termination or invalidity of the agreement hereof, the Parties shall resolve them by resorting to the following order as mentioned :

- (i). The (Name of the College / Institution / University) and IGNOU shall attempt for a period of 30 days after receipt of notice by the other party of the existence of a dispute to settle such dispute in the first instance by mutual discussions between the Parties.
- (ii). If the dispute cannot be settled by mutual discussions within 30 days as provided herein, the dispute shall be referred to the sole arbitration of any arbitrator appointed by the Vice-Chancellor of IGNOU. The Party having a grievance shall serve a written notice by registered acknowledgement due post on the other party intimating its intention of invoking the arbitration clause and shall simultaneously serve a notice in the similar mode on the Vice-Chancellor, IGNOU requesting them to appoint an arbitrator.
- (iii). The arbitration proceedings shall be held in accordance with the provisions of Arbitration and Conciliation Act, 1996 of India or any statutory modification or re-enactment thereof.
- (iv). The arbitration proceedings shall be conducted in the English Language. The venue of arbitration shall be New Delhi.

- (v). The payment to be made to the arbitrator shall be shared equally between the two Parties. All other expenses incurred by each party relating to the arbitration proceedings shall be borne by the respective Parties.
- (vi). Judgement upon any award rendered by the arbitrator may be entered in any Court in India, having competent jurisdiction in relation thereto or the application may be made to such court for a judicial acceptance or recognition of the award and announcements orders enforcement (Including specific performance), as the case may be.

### **3.7 PUBLICITY :**

Any publicity by either Party, in which the name of other Party is to be used shall be done only with the explicit written permission of the other Party and after the contents of the same are vetted / approved by the other Party. If either Party, to do so, it shall be considered a breach of the MOU.

### **3.8 PROFESSIONAL PRACTICE :**

(Name of the College / Institution / University) & IGNOU shall always act in respect of any matter relating to this MOU, as faithful advisors to each other and shall, at all times, support and safeguard the legitimate interests of each other in any dealings with the third Party.

### **3.9 GOVERNING LAW (S) & JURISDICTION :**

The MOU shall be governed and interpreted by, and construed in accordance with the substantive laws of India. All disputes, differences, claims and demands arising under or pursuant to or touching upon this MOU shall be subject to the jurisdiction of Courts of Delhi / New Delhi.

### **3.10 INTERPRETATION :**

This agreement has been executed in the English and the English language that be the controlling language for interpretation thereof. No other translation, if any, of this AGREEMENT into other languages shall be of any force or effect in the interpretation of this AGREEMENT or in determination of the intent of either of the Parties hereto.

### **3.11 REPRESENTATION & WARRANTIES :**

The (Name of the College / Institution / University) and IGNOU hereby represent and warrant to each other :

- (i). It has the power and authority to sign this AGREEMENT, perform and comply with its duties and obligations under this AGREEMENT.
- (ii). This AGREEMENT constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.
- (iii). The execution, delivery and performance of this AGREEMENT have been duly authorized by all requisite actions and will not constitute a violation of :
  - (a). Any statute, judgement, order decree or regulation of any court, governmental instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions ; or
  - (b). Any other documents or to the best of its knowledge any indenture, contract or agreement to which it is a party or by which it may be bound.
- (iv). There are no suits or proceedings pending to the best of knowledge threatened against it before any court, government instrumentality or arbitration tribunal that restrain it from performing its duties and obligations under this AGREEMENT, and
- (v). That no representation or warranty made herein contains any untrue statement.

### 3.12 **SEVERABILITY :**

Any law restraining the validity and enforceability of any provision of this agreement shall not affect the validity or enforceability of the remaining provisions hereof and this agreement shall be deemed as not containing the invalid provisions. The remaining provisions of this agreement shall remain in full force and effect, unless the invalid or unenforceable provision comprises an integral part of or otherwise is inseparable from the remaining agreement. In such a case, the Parties to this agreement shall attempt to agree on a provision which is valid and enforceable and similar to the original provision.

### 3.13 **NOTICES :**

- (i). Any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered mail with postage full paid, or transmitted by facsimile (With postage prepaid) to the address specified below or to such address as may, from time to time, be given by each Party to the other Party in writing and in the manner herein before provided :
  - (a). The Registrar (Administration),  
**(Name & Designation of the Authorized Signatory),**

Indira Gandhi National Open University (IGNOU),  
Block – 4, Old Administrative Block,  
Main Campus, Maidan Garhi,  
(New Delhi – 110068).

(b). \_\_\_\_\_,  
**(Name & Designation of the Authorized Signatory),**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Or to such other address, fax number or e-mail address as either Party may from time to time notify the other in relation to this section. Any notice or communication made by personal delivery or by courier will be conclusively deemed to have been given on the day of actual delivery or, if made or given by fax or e-mail on the first business day following the transmittal of;

(ii). Any notice, approval, consent and other notification required or permitted to be given hereunder shall be deemed to have been given on the date of receipt when personally delivered, on the date seven (7) days after having been posted when transmitted by registered mail or on the date of transmission with confirmed answer back, when transmitted by facsimile.

**3.14 FURTHER ACTS AND ASSURANCES:**

Each of the Parties agrees to execute and deliver all such further instruments to do and perform all such further acts and things, as shall be necessary and required to carry out the provisions of this MOU and to consummate the transactions contemplated hereby.

**3.15 CONFIDENTIALITY :**

- (i). Each party shall undertake to the other that it will treat as confidential this collaboration and its terms together with all information whether of a technical nature or otherwise relating to any manner to the business or affairs of the other parties, as may be communicated to it hereunder or otherwise in connection with this collaboration, save as required to be disclosed by any law.
  
- (ii). Each party shall not disclose to any Third Party any information related to strategies, methodologies, operational information and other confidential information related to each other's plans, Programmes, etc. to any Third Party under any circumstances whatsoever, except with prior written

approval of the other Party. Should such information be required to be disclosed by the disclosing party under any laws, rules or regulations or pursuant to the order or direction, of any Court, authority, tribunal or forum, government or regulatory body to whose supervisory authority the receiving Party is subject ; provided that, in any such event, the disclosing Party shall give to the other Party notice in writing as soon as practicable of any disclosure, and the receiving Party shall use its best effort to obtain assurance that the disclosed information will be accorded confidential treatment ;

- (iii). The Parties shall keep confidential and shall not use for any other purpose, each other's information save and except such as is required by the law to be disclosed / divulged. The Parties shall take all reasonable steps to minimize the risk of disclosure of confidential information, by ensuring that only their employees and agents and those whose duties will require them to possess any off such information shall have access thereto, and that Parties shall ensure that such employees and agents and other personnel shall treat the same as confidential.

### **3.16 COPYRIGHT AND INTELLECTUAL PROPERTY :**

**(i). Copyright in the Course Material (Print, Audio / Video or Soft Copy) shall exclusively be with IGNOU.**

**(ii). None of the parties shall use, register or attempt to register any of the intellectual property rights which vests in the other Party, without the prior written permission of such Party ;**

(iii). Any use of the intellectual property right of one Party in course of achieving the objectives shall not be deemed to vest the ownership of intellectual property rights in the other Party. Any unauthorized attempt to use, register or attempt to register any of the intellectual property rights of a Party without express permission of the other Party shall constitute an act of infringement of the intellectual property rights of the said Party ;

### **3.17 LIMITATION OF LIABILITY :**

Neither Party shall be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or use, incurred by either Party or any third party in connection with this MOU or the subject matter of this MOU, whether in an action in contract or tort or any other legal theory, even if the Party has been advised of the possibility of such damages.

### **3.18 ASSIGNMENT:**

It is understood by the Parties herein this MOU is based on the professional competence and expertise of each Party and hence neither Party shall transfer or assign this MOU, or rights or obligations arising hereunder, either wholly or in part, to any third party without the prior written consent of the other.



**3.19 RESIDUAL CLAUSE :**

If any doubt arises as to the interpretation of the provisions of this MOU or as to the matters not provided therein, the Parties to this MOU shall consult with each other for each instance and resolve such doubt in good faith failing which it shall be submitted to arbitration. This MOU is being executed simultaneously in two counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument;

This agreement is signed on the date appended herein at New Delhi.

**IN WITNESS WHEREOF**, the parties hereto have caused this MOU to be made in English and executed by their respective duly authorized signatories on this the day and year first above written.

**SIGNED, SEALED AND DELIVERED BY:**

<p>For and on behalf of IGNOU :</p>     <p>_____/</p> <p>Registrar (Administration) IGNOU, New Delhi.</p> <p>Dated :</p>  <p>Place :</p>  <p>In the presence of :</p> <p>(Representatives from IGNOU, New Delhi).</p> <p>(1). Name _____</p> <p>Address : _____</p> <p>_____</p>	<p>For and on behalf of LSC :</p>     <p>_____/</p> <p>LSC, _____.</p> <p>Dated :</p>  <p>Place :</p>  <p>In the presence of :</p> <p>(Representatives from LSC)</p> <p>(1). Name _____</p>
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<hr/> <hr/> <p>(2). Name _____</p> <p>Address : _____</p> <hr/> <hr/> <hr/>	<p>Address : _____</p> <hr/> <hr/> <hr/> <p>(2). Name _____</p> <p>Address : _____</p> <hr/> <hr/> <hr/>
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**QUALIFICATIONS OF THE CO – ORDINATOR**

The Learner Support Centre shall be headed by the Coordinator who shall be a regular teacher not below the rank of a qualified Assistant Professor of the concerned College or Higher Educational Institution.

## INDIRA GANDHI NATIONAL OPEN UNIVERSITY (IGNOU)

## REGIONAL SERVICES DIVISION (RSD)

## PROFORMA FOR APPOINTMENT OF

## PART-TIME CO-ORDINATOR AT LEARNER SUPPORT CENTRE (LSC)

1	Name (Block Letters)	
2	PAN Number	
3	Designation	
4	Nature of Employment/Appointment (Please tick any one)	Permanent/ Temporary/ Adhoc /Guest Teachers/Any other....
5	Pay Band with Academic Grade Pay	
6	Address (office)	
7	Office Landline Number (with STD Code)	
8	Mobile Number	
9	Email Id	
10	Address (Residence)	
11	Residence Landline Number, if any (with STD Code)	

**12. Academic Qualification :**

<b>Degree</b>	<b>Subject</b>	<b>University</b>	<b>Year</b>	<b>Division</b>
Bachelor Degree				
Masters Degree				
Any other (Pl specify)				

**13. Research Degree**

<b>Degrees</b>	<b>Name of the University</b>	<b>Title of dissertation / thesis</b>	<b>Date of Submission</b>	<b>Date of award</b>
Ph D				

**Note: Please enclose self attested copy of educational qualification documents.**

**14. Teaching Experience:-**

**(i). Total teaching experience at UG Level (In number of years):**

**(ii). Total teaching experience at PG Level (In number of years):**

**(iii). Details of teaching experience**

<b>Level</b>	<b>Name of Subject taught</b>	<b>Year/s with date</b>	
		<b>From</b>	<b>To</b>
UG Level			
PG Level			

Any other (PI specify)			

**(iv). Administrative/ Supervisory Experience, if any, Please specify:-**

**(v). Experience of work connected with IGNOU activities such as Course Writing, Counseling, Asstt. Co-ordinator etc., if any, Please specify:-**

**15. Research Experience:**

**a. Are you Research Supervisor: YES/NO**

**If Yes,**

**b. Number of PhD Guided:**

**c. Number of Ph.D. Awarded:**

**d. Number of MPhil Guided:**

**e. Number of MPhil Awarded:**

**(vii) Research projects/ Studies undertaken (pl. Specify)**

I declare that the particulars given above are correct to the best of my knowledge and belief.

**Date:**

**Signature of the candidate**

**Name:**

.....

**Recommendations of the Principal / Head of the host Institution**

**Date:**

**Signature of the Principal/**

**Head of the host Institution**

**Name**

**Seal**

**To be filled by Regional Director**

Based on the self-attested photocopies of the received documents the credentials of \_\_\_\_\_ stand verified. He /She is recommended for appointment as Part-time Coordinatorat IGNOU LSC \_\_\_\_\_/ the proposed centre.

**Date:**

**Signature of Regional Director**

**Name**

**Seal**

## INDIRA GANDHI NATIONAL OPEN UNIVERSITY

## REGIONAL SERVICES DIVISION

MAIDAN GARHI NEW DELHI – 110068

TRANSMISSION OF BIO-DATA FOR EMPANELMENT OF ACADEMIC COUNSELLORS

(To be submitted strictly discipline –wise)

**RECOMMENDATION SHEET**

Letter No. \_\_\_\_\_ Dated:

\_\_\_\_\_

REGIONAL CENTRE \_\_\_\_\_  
Code \_\_\_\_\_

SC/PSC Code: \_\_\_\_\_

Programme

**Details of Prospective Academic Counsellors**

(1) S. No.	(2) Name of the Counsellors (Use capital letters)	(3) Course(s) for which Recommended by the Co-ordinator	(4) Course-wise approval of the School (to be filled by the School faculty of IGNOU	(5) Signature of IGNOU faculty member approving the courses
1				
2				
3				
4				
5				



6				
7				
8				
9				
10				

CO- ORDINATOR / PROGRAMME I/C

*(Signature & Stamp)*

**We have scrutinized the bio-data and the persons mentioned in the attached Proforma are recommended for the empanelment of the Academic Counsellors for the courses mentioned at Column No. 3 of the Proforma**

**Please note: Columns 4&5 are to be filled up by the IGNOU School/Division concerned ,NOT BY THE STUDY CENTRE OFFICIALS.**

REGIONAL DIRECTOR

*(Signature & Stamp)*

DIRECTOR (RSD) \_\_\_\_\_

Director of SCHOOL /DIVISION \_\_\_\_\_

Checked and approved as per the courses mentioned in Column No. 4 of the Proforma

DIRECTOR of SCHOOL /DIVISION \_\_\_\_\_

**INDIRA GANDHI NATIONAL OPEN UNIVERSITY  
REGIONAL SERVICES DIVISION  
Maidan Garhi, New Delhi-110068.**

**1.3.2 BIO-DATA PROFORMA FOR ACADEMIC COUNSELLORS FOR ALL MASTER'S,**

**BACHELOR'S, DIPLOMA AND CERTIFICATE**

**PROGRAMMES (EXCEPT COMPUTERS,**

**HEALTH SCIENCES & ENGG. PROGRAMME).**

Study Centre/Programme SC : .....
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**Part-I — General information**

1. Name (in BLOCK Letters) :
2. Date of Birth :
3. Present Designation/ Profession :
4. Whether belongs to SC/ST/OBC :
5. Residential Address :  
(Mention Pin Code)
6. Office Address :  
(Mention Pin Code)
7. Phone No. (Off) ..... : (Resi.) ..... (Mobile) .....
8. E-mail address :

**Part-II — Programme specific information**

24 Academic Qualifications

SI. No.	Degree	University	Year	Subjects	Specialization

10. Details of teaching experience :

Level	Courses Taught	Tutorial/Teaching Experience	Name of the institution	Total Teaching Experience
Under Graduate				
Post Graduate				

11. Research and Publication :

i) No. of Research Articles published : .....

ii) No. of Books published : .....

(add an additional sheet, if required)

iii) Details of Research work! Project work guided:

.....  
.....

12. Please indicate your work experience commensurate with the issue of counselling for the course of your choice:

.....  
.....

13. Please tick the language(s) in which you will be able to counsel.

English \_\_\_\_\_ Hindi \_\_\_\_\_ Regional Language (P1. specify ) \_\_\_\_\_

14. Experience in the Open and Distance Learning.

YES \_\_\_\_\_ NO \_\_\_\_\_ (If Yes, Please give detail on a separate sheet)

15. Please mention priority-wise, the choice of course you would like to do counselling for (see the syllabi of the concerned programme and write course codes).

i).....

ii).....

iii).....

16. Any other relevant information.....

17. If enrolled as student of IGNOU, please give the following details.....

24 Programme with Enrolment No. \_\_\_\_\_  
ii) Present Status: Completed \_\_\_\_\_ Not Completed \_\_\_\_\_

DECLARATION :

I hereby declare that information given above is correct. I accept to undertake the tasks of academic counselling, evaluation of assignment scripts and any other activities related to the academic functions of the Study Centre.

PLACE:

SIGNATURE

DATE

For Use At The Study Centre/Programme Sc

Original Degrees/Certificates/Marksheets have been verified by the undersigned and the candidate is recommended for empanelment as a part time Academic Counsellor for the following courses

.....  
.....

Special recommendation, if any (Add extra sheet, if required.)

.....  
.....

PLACE:

SIGNATURE OF THE COORDINATOR

/PROGRAMME INCHARGE WITH STAMP

DATE:

*For use at the Regional Centre of IGNOU*

Based on the self-attested photocopies of the relevant documents the credentials of the persons as stated by the Coordinator stand verified. He/She is recommended for empanelment for the following Courses:

.....  
.....

Special recommendation, if any (Add extra sheet, if required.)

.....  
.....

PLACE:

SIGNATURE OF THE REGIONAL DIRECTOR

With Stamp

DATE: