



**UNIVERSITY OF KERALA**  
Institute of Distance Education

**LEARNER SUPPORT CENTRES  
WITHIN KERALA**







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**BROCHURE  
2011**

## UNIVERSITY OF KERALA

The erstwhile Travancore University established in 1937 by a royal promulgation of Sree Chithira Thirunal Balaramavarma the then Maharaja of Travancore was later recognized as University of Kerala by a legislative enactment in 1957. The jurisdiction of the Kerala University which once covered the whole territory of Kerala state is now limited to the districts of Thiruvananthapuram, Kollam, Alappuzha (except Kuttanad Taluk) and some parts of Pathanamthitta district consequent on the establishment of other Universities in the State. However, territorial limitations could not contain the growth and development of the University. There are at present 189 affiliated Colleges under this University besides 41 teaching and Research Departments, 10 teacher Education Centres and 10 Institutes of Technology. In addition to the Departments of teaching, the University also has several centers for studies in special areas. Academic Staff College, Kerala University Library, Department of Publications are some of the other important institutions under this University. Over the years the University has endeavored remarkably well to achieve its objective of enlightening the minds of millions who embraced her in their pursuit of knowledge and wisdom. Graduates of this University are held in high esteem in all walks of life throughout the world. It is only because of the maintenance of standards in conduct of courses and examinations.

## INSTITUTE OF DISTANCE EDUCATION

### A Profile

The Institute of Distance Education (IDE), started in 1976 as a teaching and research department of the University of Kerala, is one of the pioneering centres of distance learning in India.

The Institute was founded with the following objectives:

- To provide quality education to the disadvantaged sections including women and senior citizens.
- To promote career advancement by encouraging diversification and updating of knowledge.
- To provide training in soft and technical skills.
- To participate in human resource development.
- To make learning a life-long, ever enjoyable experience.

The Institute is located in the University campus at Kariavattom, fourteen kilometers from the city of Thiruvananthapuram, in the Thiruvananthapuram - Kollam route.

## **LEARNER SUPPORT CENTRES**

### **Objectives**

1. **To reach out to students all over Kerala**
2. **To popularize mass education and to realize the goal, 'education for all'**
3. **To impart quality education at an affordable cost to the disadvantaged sections of the society**

### **The concept**

Distance education is the mode of education suitable for the contemporary world situation. Education is now a life long process in the era of knowledge explosion and technological growth. In this context it becomes the duty of a University to provide facilities for imparting higher education to students at locations convenient to them. There is growing demand for starting Learner Support Centres of the Institute of Distance Education, University of Kerala at various district and Taluk centres within Kerala. The establishment of Learner support Centres will help thousands of students to continue their studies and fulfill their long cherished dream.

### **Learner Support Centre**

Learner Support Centres shall function as centres providing various services to the students like distribution of prospectus, accepting applications, conducting contact programme and guiding the students in all matters related to the study programme. Students need not have to come all the way to Trivandrum for various enquiries and submissions related to the course. A brief outline of the duties and responsibilities of the learner support centre is given below.

### **Duties and Responsibilities of the Learner Support Centre**

1. The Learner support Centre shall give local advertisement for the study programmes
2. Issue of Prospectus
3. Collection of Application
4. Forwarding of Application and documents to Institute of Distance education for approval
5. Conduct of the contact programme
6. Collection and evaluation of Assignments

7. Collection of Application for Examination & forwarding the same to Institute of Distance education
8. Identify examination centres at convenient locations
9. Provide local hospitality for the visiting officials from the University

### **Services provided by the Institute of Distance education**

1. Advertisement for all Programmes
2. Admission of candidates
3. Preparation and issue of study materials
4. Supervising the conduct of examination and evaluation
5. Academic support to the centres



**University of Kerala**  
**Institute of Distance Education**

Invites Application for Starting  
**LEARNER**  
**SUPPORT CENTRES**

Applications are invited from Public Sector bodies/Colleges affiliated to University of Kerala/Educational trusts/private educational Institutions of good reputation/Plus Two Schools/educational co-operative societies to conduct study programmes offered by the Institute of Distance Education, University of Kerala at various locations within Kerala for the academic year 2012-13. The applying body/ agency should have a reputation in running academic institutions successfully for a reasonable period of time. Those who have already submitted an application in response to our earlier notification shall apply afresh but are exempted from paying the registration fee. Cost of application form is Rs. 1,000/- and Registration fee for applicants with in Kerala University area is Rs. 10,000/- and for those from outside Kerala University area is Rs. 20,000/- . The fee shall be remitted as DD taken from SBT in favour of Finance Officer, University of Kerala, payable at Thiruvananthapuram. Application form and other details could be obtained from university website <[www.keralauniversity.ac.in](http://www.keralauniversity.ac.in)> or from IDE website <[www.ideku.net](http://www.ideku.net)>. The last date for the receipt of application in the University is 15th December 2011.

**Registrar**

**UNIVERSITY OF KERALA  
INSTITUTE OF DISTANCE EDUCATION**

**Invites Application for  
STARTING LEARNER SUPPORT CENTRES**

**Notification**

Applications are invited from Public Sector bodies/ Colleges affiliated to University of Kerala/ Educational trusts/private educational Institutions of good reputation/ Plus Two Schools/educational co-operative societies in Kerala for establishing Learner support centres to conduct the courses of studies offered by the Institute of Distance Education (IDE), University of Kerala, Thiruvananthapuram, Kerala.

The courses offered by IDE through the Learner support centres are the following:

1. B.A. English
2. B.A. History
3. B.com
4. B.Com with Computer Application
5. BCA (Bachelor of Computer Application)
6. B.Sc Computer Science
7. MBA (Master of Business Administration)
8. MHRM (Master of Human Resource Management)
9. MHA (Master of Hospital Administration)
10. P.G. Diploma in Child Adolescent and Family Counselling (PGDCAFC)
11. M.A. Economics
12. M.A. History
13. M.A English
14. M.A. Sociology
15. M.Com
16. M.A. Malayalam
17. PG Diploma in Communication & Journalism

The applying body/agency should have a reputation in running colleges, Plus Two Schools or academic institutions successfully for a reasonable period of time. The applications should be made in the prescribed format. Those who have already applied in response to our earlier notification for starting centres shall apply afresh. But they are exempted from paying the Registration fee. Request for application may be made to the Director, Planning and Development, University of Kerala, Palayam, Trivandrum-695034. Applications and more details can also be obtained from the website of University of Kerala, <[www.keralauniversity.ac.in](http://www.keralauniversity.ac.in)> or from IDE website <[www.ideku.net](http://www.ideku.net)>

Cost of application form Rs. 1,000/-

(Those who apply in the format downloaded from web may please add this amount with the registration fee)

**Registration fee :** Rs. 10,000/- for applicants with in Kerala University area and Rs. 20,000/- for those from outside Kerala University area.

Mode of payment: The fee should be remitted as demand draft in favour of Finance Officer, University of Kerala, Trivandrum payable at SBT, Kerala University Campus, Trivandrum.

The last date of receipt of application in the University is 15<sup>th</sup> December 2011.

## **Minimum Requirements**

**Building:** The proposed institutions/Centres/agency should have sufficient space to accommodate at least 2 batches of 75/100 students at a time. One office room for administration of a minimum size of 5m x 5m and one store room for storage facility, one for Equipments (Reprographic chamber), Library with sufficient facility.

## **Minimum Equipments**

1. One Computer for 4 students
2. LCD projector
3. Digital Copier
4. Printers
5. FAX
6. Telephone
7. Internet connection

## **Faculty:**

1. There should be sufficient number of faculty members to handle each course/subject with the qualifications prescribed by the University.
2. There shall be a coordinator with sufficient teaching experience at college/University level with administrative experience.

Admission of students in the centre, sale of applications, entrance examination, preparation of rank list, issue of study materials, division of fund and other terms and conditions will be discussed and will form part of the MOU.

Admission to the programmes will commence in June and will be closed by 30<sup>th</sup> September every year unless otherwise notified. The examination for all the programmes will be held during May, June July of the next academic year. Results will be published normally within 30 days after the completion of the examination. The mark lists will be issued within 5 days after the publication of results.

In case of any dispute the decision of the University will be final. Jurisdiction of cases will be at the headquarters of the University ie. Trivandrum.

The centre shall be approved on the basis of merit of its location, experience in their field and financial soundness of the educational agency. "This will be determined by a committee appointed for the purpose by the University. Completed applications in the proper format in all respects should reach the Director, Planning & Development, University of Kerala, Palayam, Trivandrum, Kerala-695034 not later than 15<sup>th</sup> December 2011. Agency/bodies if selected shall enter into a Memorandum of Understanding with the University and shall remit Rs. 2,00,000 as caution deposit.

Registrar

# UNIVERSITY OF KERALA

(Accredited B++ by NAAC)

## Institute of Distance Education

(Recognized by Distance Education Council)



### EDUCATE & EMPOWER

#### IDE OFFERS

**Management Programmes**  
**Health Science Programmes**  
**IT Programmes through**  
**Study Centres**

*The Programmes will be completed as per pre announced schedule.  
Valuation and announcement of results through a fast track system.*

### Academic Programmes offered through the Learner Support Centres

Sl. No.	Name of Course	Duration in Years	Eligibility	Fess in Rs.
1	B.A. English	3	Pre Degree / Plus Two	6,000
2	B.A. History	3	Pre Degree / Plus Two	6,000
3	B.Com		Plus Two / Pre Degree	6,000
4	B.Com with Computer Application	3	Plus Two / Pre Degree	18,000
5	Bachelor of Computer Application (BCA)	3	Plus Two / Pre Degree or 3 year Engineering Diploma from recognized Polytechnics	27,000
6	B.Sc Computer Science	3	Plus Two / Pre Degree or 3 year Engineering Diploma from recognized Polytechnics	27,000
7	Master of Business Administration (MBA)	2	Degree in any discipline with 50% marks (reduction 3% marks from working personnel for every one year of service, to a maximum of 10%) and an Aptitude Test	30,000
8	Master of Human Resource Management (MHRM)	2	Degree in any discipline with not less than 40% marks in part III	15,000
9	Master of Hospital Administration (MHA)	3	Degree in any discipline. (PGDHHA) holders will be admitted to 2nd year MHA, within 3 years of passing the above)	24,000
10	PG Diploma in Child Adolescent & Family Counselling (PGDCAFC)	1	PG in any discipline/BSc Nursing/ PGDCCD/Graduation with DCCD	10,000
11	M.A. Economics	2	Degree in Economics, Mathematics or Statistics	6,000
12	M.A. History	2	Degree in Social Science or English	6,000
13	M.A. English	2	Degree in any discipline with English as part I carrying an aggregate of 300 marks	6,000
14	M.A. Sociology	2	Degree in any discipline	6,000
15	M.Com.	2	Degree in Commerce	6,000
16	M.A. Malayalam	2	Degree in any discipline with Malayalam as part II	6,000
17	PG Diploma in Communication & Journalism (PGDCJ)	1	Degree in any discipline	5,000

## **Admission**

For MBA programme, the University conducts an entrance test which will be held in the study centers. Admission to all other programmes is made on the basis of eligibility only.

## **Academic calendar**

Admission to the programmes will commence in June and will be closed by 30th September every year unless otherwise notified. The examination for all the programmes will be held during May/ June and July of the next academic year. The results will be published normally within 15 days after completion of the examination. The mark lists will be issued within 3 days after publication of results.

## **Personal contact programmes**

The personal contact programmes for the academic programmes will be arranged by the Learner Support centres as per the direction of IDE.

## **Examination centre**

The examination for all the programmes will be held at identified centres.

## **Contact details**

### **Address:**

Director, Institute of Distance Education, University of Kerala,  
Kariavattom campus, Thiruvananthapuram, Kerala state, S. India.  
Pin - 695581.

**E-mail:** [idekeralauniversity@rediffmail.com](mailto:idekeralauniversity@rediffmail.com)

**Website:** <[www.keralauniversity.ac.in](http://www.keralauniversity.ac.in)> <[www.idekn.net](http://www.idekn.net)>

**Phone:** 0471-2308221, 0471-2308019

# APPLICATION FORM

UNIVERSITY OF KERALA

## APPLICATION FOR STARTING OF LEARNER SUPPORT CENTRE OF IDE WITHIN KERALA

1.	Name of the Educational Agency	
2.	Nature of Registration: Trust / Private / Public Sector / Corporate Body/Co-operative Society	
3.	Full Address of the Educational Agency	
4.	a) Mailing Address	
	b) Website	
	c) E-mail Id	
	d) Contact Phone Nos.	
	Office :	
	Residence :	
	e) Fax	
5.	Year of establishment	
6.	Details of courses opted	

7.	Other Educational Institutions if any maintained by the Agency (give full details)	
8.	Nature of ownership of the building of the Institution	
9.	Are there suitable pucca buildings in the proposed site for conducting classes (Indicate the number and size of rooms available)	
10.	Details to prove the financial resources now available to establish and maintain the centre applied for	
11.	i) Detailed profile of the Proposed Coordinator (Name, Address, Contact Number, Educational Qualifications, Experience and other details. Attach separate sheet if necessary)	
	ii) Names of proposed faculty with qualifications (attach separate sheets, if necessary)	
12.	Details of Demand Draft towards affiliation fee remitted a) Cost of Application b) Registration fee	
13.	Any other relevant details	
Place:		
Date :		
<b>Signature of the Applicant</b>		

**CERTIFICATE**

1/ We .....  
certify that the above details are correct to the best of my / our knowledge and belief.

— — — — —

**UNDERTAKING**

I/We ..... do undertake that if the proposed centre is sanctioned I / We will abide by the rules and regulation of the University and that I / We have read and understood the statutory provisions regarding the centre under the Kerala University. I/We will comply with the provisions of the MOU signed between the University and Centre.

Place:

Date:

Signature of the Applicant

Seal

**AGREEMENT**  
between  
**THE UNIVERSITY OF KERALA**  
and  
**THE RECOGNISED LEARNER SUPPORT CENTRES WITHIN INDIA**

This Agreement hereinafter referred to as “Agreement” is signed on the .....  
..... day of .....

BETWEEN

The University of Kerala” established by the Kerala University Act (Act 14 of 1957) having its head quarters at Thiruvananthapuram, Kerala, South India, represented by the REGISTRAR ,University of Kerala, hereafter referred to as “University” of the first part;

AND

..... (name of the institution approved as ‘Recognised learner Support Center’ within india of the University), an Educational Cooperative Society/ Educational Trust established in India with registration number .....  
... and having its office at ..... (Address of the institution)  
represented by ..... (name and address of the person representing the institution), hereinafter referred to as the “Recognised Learner Support Centre” of the second part which expression shall include its assigns and permitted successors; the University and the Study center are collectively referred to as “parties”;

WHEREAS the University (party no. 1) has proposed to extend the courses of the Institute of Distance Education to the students in various parts of India and whereas the Study center (party no. 2) has agreed to cooperate with the University for such extension of the courses of the Institute of Distance Education to ..... (the area of their operation), both the parties now agree to abide by the terms and conditions as hereunder.

This Agreement is executed on the basis of the decision of the Syndicate held on ..... vide item no. .... to start, study centers within India for the courses of the Institute of Distance Education of the University of Kerala.

## SECTION A

### 1. Obligations of the Recognised Learner support Centres

The Recognised Learner support Centres

- 1.1 Will communicate with the Registrar, University of Kerala, in all matters relating to the agreement and vice versa.
- 1.2 Will identify and indicate appropriate courses of Institute of Distance Education (IDE) needed by the students in the area of their operation.
- 1.3 Will advertise the courses at their cost and provisionally enroll students with eligibility criteria as prescribed by the University.
- 1.4 Will send to the University a copy of all the original application forms of the students provisionally enrolled for the different courses to enable the University to regularize the admissions made.
- 1.5 Will appoint within 30 days following the coming into force of this Agreement, a Coordinator who shall be responsible for the implementation of the Agreement, for the co-ordination of operations and for rendering all logistical support.
- 1.6 Will not enter into contract / agreement with other Universities Institutions in Kerala to offer any type of academic programmes in future.
- 1.7 Will abide by the fee structure for the different courses of the Institute of Distance Education (IDE) as set out in tables 1.7.1, 1.7.2 and 1.7.3.
- 1.8 Will also abide by any increase in the fee structure which will be duly intimated by the University to the Study centre.
- 1.9 Will provide all pre-admission and post-admission services to the students on the basis of specific requirements of each course along with the Laboratory/Field level Training facilities and will bear all the expenditure incurred for conduct of labs/field level training of students.
- 1.10 Will identify the laboratory/field level training modes at an appropriate place / educational institutions/other establishments and get an advance approval from the University for proper conduct of labs/field level training of students before offering the admissions.
- 1.11 Will organize and conduct the Personal Contact programmes prescribed for each course and will bear all the expenditure incurred for the conduct of the Personal contact programmes.
- 1.12 Will organize and conduct the practical classes prescribed for each course and will bear all the expenditure incurred for the conduct of the practical classes.
- 1.13 Will inform the students the schedule of Personal contact programmes and practical classes at least 15 days prior to the commencement of such programmes or classes.
- 1.14 Will select and engage, in consultation with the University, resource persons to assume the functions and duties of the Faculties as per the norms approved by the University. The approval of the selected Faculties will be obtained by submitting their bio-data with supporting documents to the University within one month from the date of signing of this agreement.
- 1.15 Will take necessary measures to ensure that students enrolled, comply with the rules and regulations governing studies at University and benefit from the same advantages as home students of such Courses.

- 1.16 Will select and engage in consultation with University local resource persons to assume the functions and duties of the Faculties as per the norms evolved by University. The approval of the selected Faculties will be obtained by submitting the bio-data and photograph to the University within one month from the date of signing of this agreement.
- 1.17 Will submit to the University the examination application forms of students along with the prescribed examination fees on time.
- 1.18 Will oversee and ensure the organization and holding of invigilated examinations by the University, subject to clause 2.8 in the agreement.
- 1.19 Will remit payments due to University by way of demand draft / remittance through the Bank identified by the University, after collection of fees from students within 4 weeks of being informed of the suitability of the candidates for admission to the courses.
- 1.20 Will provide all the infrastructure facilities that may include premises, administrative facilities for the implementation and support of the courses including computers and audiovisual equipment, fax, electronic mail etc.
- 1.21 Will bear air/Train fares and provide full local hospitality (accommodation, local transport and per diem allowance as per the rate of the Govt. of India) to the University Officers and other identified Academics during their visits to the Study Centre, for organizing orientation programmes, counselling, workshops and labs/trainings and for completing admission procedures.
- 1.22 Will, in addition, bear air/Train fares and per diem with local hospitality for visits of University Officers/Academics if invited by the Study Centre for any services.
- 1.23 Will develop all publicity material, at own cost, to be displayed in different media and get them duly agreed by the University before they are published.
- 1.24 Will pay the locally recruited faculties the stipulated honorarium agreed upon for the teaching work undertaken by them and all other payments to be made in connection with the conduct of examinations and any other work.
- 1.25 Will receive supplies of teaching materials (either in printed form or CD form) sent by the University and acknowledge receipt with-in 15 days following delivery.
- 1.26 Will deliver the teaching materials in printed form, supplied by University, to enrolled students.
- 1.27 Will take print outs of study materials supplied in CD form by the University and deliver them to the enrolled students and bear all the expenditure incurred for printing of the study materials from the CDs.
- 1.28 Shall not print, reproduce or multiply any course material, in printed form or electronic form, which is supplied by the University for use under its own name or use the said material for any financial gains without the written permission of the University as the copyright in all such material vests with the University.
- 1.29 All payments due to the University shall be made in Indian rupees remitted in favour of Finance Officer, University of Kerala, either by way of demand draft or through an account opened by the University of Kerala in the host country with details of consolidated student wise statement of remittance of fees.
- 1.30 All the communication regarding the conduct of the course should be made to the Registrar, University of Kerala, and the copy marked to the Director, IDE.

## SECTION B

### 2. Obligations of the University

#### The University

- 2.1 Will regularize, as per rules, the enrolments made by the Recognised Learner Support Centre (subject to the fulfilling of the eligibility conditions, as prescribed by the University) and admit the students for the courses mutually agreed upon.
- 2.2 Will keep record of students' performance from initial enrolment through graduation and communicate the same to the Study Centre as and when the results are declared.
- 2.3 Will provide the application forms through Internet/Website, information guides, bulletins, advertising materials, etc. for the courses offered by the Institute of Distance Education.
- 2.4 Will despatch the Course materials based on the requirements of the Study Centre.
- 2.5 Will provide academic and administrative services on specific request from the Study Centre as per clauses 1.21 and 1.22.
- 2.6 Will undertake to make arrangements for the conduct of tests and examinations at the Study Centre, evaluate the answer scripts, announce the results and award certificates/diplomas/ degree to students who have successfully completed the Courses.
- 2.7 Will provide norms and guidelines for various physical facilities required and the qualifications and experience required of personnel to be engaged as Faculty for the conduct of the courses.
- 2.8 Will undertake to conduct orientation programmes for Faculty/Resource Persons, on request from the Study centre, as per clauses 1.21 and 1.22, in the following areas:
  - (a) The curriculum transaction of IDE, University of Kerala
  - (b) Distance learning/Distance Education methodology; (c) Practical/Field level and work experience.
- 2.9 Will provide necessary directions for evaluation of student assignments by the identified Faculty of the Study centre.
- 2.10 Will provide consultation and advice to students as and when required subject to the Study Centre meeting the expenses in accordance with its obligations in clause 1.21 and 1.22.
- 2.11 Will conduct on-site sessions for students for a given course whenever this is required as part of the course delivery subject to the Study centre meeting the expenses in accordance with its obligations in Clause 1.21 and 1.22.
- 2.12 Will have the right to revise the course fees as and when required.

### 3. GENERAL

#### 3.1 Effective Date, Duration and Termination

The Agreement shall come into force as from the date of the signature there of for and on behalf of the two parties, and will be valid for a period of five years. During the period, the Agreement is under operation, it would be terminable on a month's notice with the written

consent of both the parties. However, students admitted to any course during the period of validity of this agreement will be enabled to complete their courses 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.

### **3.2 “Force Maleure”**

- i. Neither the University nor the Recognised Learner Support Centre shall be liable to each other or 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 in above, such party shall give written notice to the other party by the most expeditious means as soon as possible after the 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.
- iii. On resumption, of good relations the parties of this agreement shall consult each other and evolve a new AGREEMENT for future relations between them.

### **3.3 Amendment to the Agreement**

The obligations of the University and the Recognised Learner Support Center have been outlined in this Agreement. However, during the operation of the Agreement, circumstances may arise which call for alterations or modifications of this Agreement. These modifications/ alterations will be mutually discussed and endorsed in the form of an appendix to the Agreement. These modifications/ alterations will be mutually discussed and agreed upon in writing and shall be effective only if executed by the respective parties hereto.

### **3.4 Indemnities**

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

### **3.5 Arbitration**

If any dispute or differences 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 resort to the following in order so mention.

- i) The University and the Study centre 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 the University of Kerala. The party having a grievance shall serve a written notice by registered acknowledgment 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, University of Kerala, requesting him to appoint an arbitrator.
- iii) The arbitration proceedings shall be conducted in the English language. The venue of arbitration shall be conducted in the English language. The venue of arbitration shall be Thiruvananthapuram.
- iv) 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.
- v) The arbitrator shall pass award as per the provisions of Arbitration and Conciliation Act, 1996 or the enactments in modification thereof.

### **3.6 Interpretation**

This agreement has been executed in 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.

### **3.7 Representation and Warranties**

The University and the Study centre hereby represent and warrant to each other:

- a) It has the power and authority to sign this AGREEMENT, perform and comply with its duties and obligations under this agreement.
- b) This AGREEMENT constitutes legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- c) The execution, delivery and performance of this AGREEMENT have been duly authorized by all requisite actions and will not constitute a violation of (i) any statute, judgment, order decree or regulation of any court, governmental instrumentality or arbitral tribunal applicable or relating to itself, its assets or its functions or (ii) any other documents to the best of its knowledge any indenture, contract or agreement to which it is a party or by which it may be bound.
- d) 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 obligation under this AGREEMENT, and
- e) That no representation or warranty made herein contains any untrue statement. 3.8 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.

### 3.9 Notices

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 fully 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:

- i) The Registrar,  
University of Kerala,  
Senate House Buildings, Palayam, Thiruvananthapuram 695 034, India
- ii) Name and address of the Recognised Learner Support Centre Place

### 3.14 Residual Clause

If any doubt arises as to the interpretation of the provisions of this AGREEMENT or as to the matters not provided therein, the parties to this agreement shall consult with each other for each instance and resolve such doubt in good faith failing which the decision of the Vice-Chancellor, University of Kerala shall be final and binding.

In witness whereof, both the parties hereto have duly executed the agreement on the day and in year first mentioned above in here. The original agreement is retained by the University (party no.1) and its photocopy is handed over to the Study center (party no.2).

#### The Registrar

For and on behalf of  
the University of Kerala

WITNESS:

1.

#### The Recognised Learner Support Centre representative

For and on behalf of  
the recognised learner support centre

2.