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GOVERNMENT OF KERALA
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Govt. Reference No.(GRN)	: KL034767137202627E
Purpose	: Agreement or memorandum of an agreement - if not otherwise provided for
Amount of Stamp Paper Purchased in Numeral	: ₹200
Amount of Stamp Paper Purchased in Words	: Rupees Two Hundred
Stamp Paper Purchased on	: 30/10/2026 11:33:38
First Party Name	: The Director
First Party Address	: National Institute of Technology Calicut
Second Party Name	: Hariharan Parameswaran
Second Party Address	: Managing Director, Habog Consultants Pvt Ltd Srirampura, Karnataka 560064
Vendor Code & Name	: 16011789 - V PUSHPANGATHAN
Treasury Code & Name	: 1601 - District Treasury, Kozhikode

Please write or type below this line

MEMORANDUM OF UNDERSTANDING

Between

National Institute of Technology Calicut

and

M/s Habog Consultants Private Limited

This Memorandum of Understanding ("MoU") is entered into by the Parties on **[DATE]**.

BY AND BETWEEN

National Institute of Technology Calicut (NITC), located at Kozhikode, Kerala, India, an institution of national importance established under the National Institutes of Technology, Science Education and Research Act, 2007, and having its principal office at NIT Campus

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V PUSHPANGATHAN
SRO VENDER
CHATHAMANGALAM

(P.O.), Kozhikode, Kerala – 673601, hereinafter referred to as "NITC", which expression shall, unless repugnant to the context, include its successors and permitted assigns, as the FIRST PARTY;

AND

M/s Habog Consultants Private Limited, a company incorporated as a Private Limited firm under companies act 2013, having its registered/principal office at No. 22, 1st Floor, Avikar Arcade, 1st Cross, Pennfield Garden, Telecom Layout, Srirampura, Bangalore, Karnataka - 560064, represented by Sri Hariharan Parameswaran, Managing Director, hereinafter referred to as "HABOG", which expression shall, unless repugnant to the context, include its successors and permitted assigns, as the SECOND PARTY.

NITC and HABOG are hereinafter individually referred to as a "Party" and collectively as the "Parties".

1. Purpose of MoU

The Parties intend to establish a framework for academic, research, technical and/or institutional collaboration in the broad area(s) of [Transportation Engineering, Transportation Planning, Road Safety, Mobility Plan, Integrated Land Use and Transportation Planning, Highway Design, etc.]. Based on their shared interests and available expertise, facilities and resources, the Parties propose to:

- Promote interaction in mutually beneficial academic, research, innovation and/or technical areas.
- Facilitate exchange of knowledge, expertise, information and resources, subject to the applicable policies of the Parties.
- Conduct training programmes, workshops and skill-development programmes in the identified area(s) of cooperation.
- Undertake collaborative activities as may be mutually agreed from time to time.

This MoU provides an institutional framework for initiating such interactions, subject to the expertise, facilities, resources, approvals and applicable rules of the Parties.

2. Key Areas of Cooperation

2.1 Skill Development

Both the organization shall work to explore opportunities of developing programmes and skill development initiatives in the areas of Transportation Engineering, Transportation Planning, Road Safety, Mobility Plan, Integrated Land Use and Transportation Planning, Highway Design, etc. Specific activities include training in software used in the Industry for practical applications to students. Vocational Training programmes can be conducted for external agencies (such as PWD or contractors) for specific skill sets needed for their work, which is not imparted as part of the regular

coursework in colleges.

2.2 Holding of Conference/Seminar/Workshop/Training/Symposia etc.

HABOG shall support NITC for holding of Conference/ Seminar/ Workshop/ Training Programme/ Symposia/ Summer School/Faculty Development Program/ Expert Lecture etc. to improve the exchange of knowledge and experience in the area of skill development.

2.3 Industry Exchange Programmes

HABOG shall guide and support NITC for conducting the expert sessions of faculties/industry experts depending upon the requirement and the experience for the benefit of the students and the research scholars. Students or Research Scholars can take up assignments in collaboration with the Company for a better understanding and exchange of Academic and Industry practices.

2.4 Research Collaboration

Collaborative research/project activities through participation in nationally and internationally funded assignments. The company will also share any data collected as part of any assignments (subject to confidentiality and applicable organizational policies of the client organization) for use in any research or academic purposes of the Institute.

2.5 Exchange of Knowledge Resource

Both the organizations will facilitate books, journals and teaching materials including textbooks, audio-videos, publications, reports and other teaching aids.

2.6 Developed Technology Commercialization and Startup Support

HABOG will provide Industry integration and mentoring support for startups initiated by students and faculty members of NITC.

3. Confidentiality

During the tenure of the MOU both HABOG and NIT Calicut will maintain strict confidentiality and prevent disclosure of all the information and data exchanged under the scope of this MOU for any purpose other than in accordance with this MOU.

Both HABOG and NIT Calicut shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third

parties without the written approval of the disclosing party or use such confidential information for any use other than intended under the MOU.

Further, both HABOG and NIT Calicut put in place adequate and reasonable measures to keep and store confidential information so as to prevent any unauthorized use. Any information already under public domain will not come under Confidential information. Also, any information that may need to be disclosed to any law enforcement agencies will not be covered under this clause.

4. Period of validity

This MoU shall be initially valid for 5 years from the date of signing the MoU and it may be renewed subsequently by mutual consent of both parties.

5. Dispute Resolution

1. Any differences or disputes arise between the parties shall in the first instant be resolved amicably & mutually by the parties.
2. Any dispute arising or breach of any clause under this MoU, which could not be amicably settled, shall be referred to the sole arbitrator appointed with the mutual consent of both the Parties for arbitration and the decisions of Arbitrator shall be final and binding on both the parties. If the Parties herein fail to appoint Sole Arbitrator with mutual consent, then there shall be three Arbitrators, each Party shall appoint one Arbitrator, and the two appointed Arbitrators shall appoint the third Arbitrator who shall act as the Presiding Arbitrator and decision of the Arbitration shall be binding on both the Parties. The Language of Arbitration shall be in English and place of arbitration shall be Kozhikode. Any payment to the Arbitrator shall be paid by both the parties equally.

6. Amendments

Any amendment and/or addenda to the MOU shall be in writing and signed by the PARTIES hereto and shall only after such execution be deemed to form part of the MOU and have the effect of modifying the MOU to the extent required by such amendment or addenda.

7. Governing Law

This MoU shall be governed by and construed in accordance with the laws of India.

8. Indemnity Clause

Both Parties agree to indemnify and hold harmless the other Party, its officers, employees, and agents, from and against any claims, liabilities, losses, damages, costs, or expenses arising out of or in connection with:

(a) any negligent act, omission, or willful misconduct of the indemnifying Party, its officers, employees, or agents in performing its obligations under this MoU; or

(b) any breach of this MoU by the indemnifying Party.

The indemnity obligations under this clause shall apply only to the extent that such claims, liabilities, losses, damages, costs, or expenses arise from or are caused by the negligence, wilful misconduct, or breach of the indemnifying Party, its officers, employees, or agents.

9. Miscellaneous

Both HABOG and NIT Calicut shall not directly or indirectly solicit or offer employment or engagement to any of the personnel of other party without the prior consent in writing of that other party during the term of this MOU.

10. Statement of Understanding

This document is a statement of understanding and is not intended to create binding or legal obligations on either party.

In Witness thereof, the Parties have agreed to the above terms and conditions and offered signatures herein:-

For NIT Calicut
Name:
Designation:
Chairperson, Centre for Industry Institutional Relations (CIIR)
National Institute of Technology Calicut
Calicut, Kerala- 673601, India

Witness 1:
Name: Kumaravel S.
Add: Dean (IAR)

Witness 2:
Name: Naveen Nagarajan
Add: HOD, CED

For Habog Consultants Pvt. Ltd.
Name: Hariharan Parameswaran
Designation: Managing Director

Witness 1:
Name:
Add:

Witness 2:
Name: GEETHA HARIHARAN
Add:

National Institute of Technology Calicut
NIT Campus (P.O)
Calicut - 673601
Kerala, India