

നോൺ ജുഡീഷ്യൽ

NON JUDICIAL

₹ 200

₹ 200

കേരള സർക്കാർ
GOVERNMENT OF KERALA
e-Stamp

e-Stamp Serial Number : 202627000000177746

Verification Code : 382577967V

Govt. Reference No.(GRN)	: KL001430516202627E
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	: 11/04/2026 10:41:48
First Party Name	: Indian Institute of Technology Mandi
First Party Address	: Kamand Himachal Pradesh -175005
Second Party Name	: DromoLys Research and Development
Second Party Address	: Vadakara Kozhikode Kerala -673105
Vendor Code & Name	: 14010970 - KANNANUNNI K R
Treasury Code & Name	: 1401 - District Treasury, Palakkad

Please write or type below this line

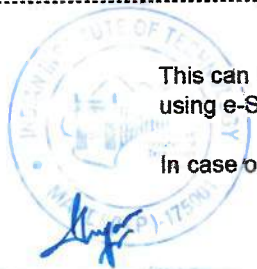
MEMORANDUM OF UNDERSTANDING (MoU)

(Research Collaboration, Data Sharing, and Innovation in Transportation Systems)

1. Parties

This Memorandum of Understanding (“MoU”) is executed on 11th day of April 2026.

Indian Institute of Technology Mandi, a statutory body constituted under the Institutes of Technology Act, 1961, functioning at its campus at Kamand, Himachal Pradesh – 175005, represented by the Dean, Sponsored Research and Industrial Consultancy (SRIC), duly authorized by the Director, Indian Institute of Technology Mandi (hereinafter referred to as “**IIT Mandi**”), which expression shall include its successors and permitted assigns),



This can be verified by https://estamp.treasury.kerala.gov.in/index.php/estamp_search using e-Stamp Serial Number and Verification Code.

In case of any discrepancy, please inform the competent authority.



[Handwritten Signature]
11/04/2026

[Handwritten Signature]
R. KANNANUNNI
STAMP VENDOR
S R O
OLAVAKKODE

AND

DromoLys Research and Development Pvt. Ltd., a company engaged in applied research, product development, and consultancy in the domains of transportation systems, infrastructure analytics, and AI-enabled safety solutions, having its registered office at 35-Veluthamala, Sangeeth Bhavan, Meethale Madathil, Puduppanam, Kozhikode, Vadakara, Kerala – 673105, (hereinafter referred to as “**DromoLys**”, which expression shall include its successors and permitted assigns).

IIT Mandi and DromoLys are individually referred to as a “Party” and collectively as the “Parties.”

2. Purpose

The purpose of this MoU is to establish a collaborative framework between IIT Mandi and DromoLys to advance research, innovation, and knowledge exchange in transportation systems engineering, road safety, intelligent infrastructure, and data-driven mobility solutions.

The collaboration aims to combine IIT Mandi’s academic expertise and research infrastructure with DromoLys’ industry-driven research and technology development capabilities.

This MoU represents a non-binding framework of cooperation intended to facilitate discussions and collaborative activities of mutual interest.

3. Scope of Collaboration

The Parties may collaborate in areas including, but not limited to, the following:

3.1 Collaborative Research

Joint research in areas such as:

- Road safety and crash analysis
- Intelligent transport systems (ITS)
- Infrastructure analytics and monitoring
- Traffic modelling and simulation
- AI and data-driven mobility systems

Research collaborations shall be undertaken in accordance with IIT Mandi policies and facilitated through the Sponsored Research and Industrial Consultancy (SRIC) framework.

3.2 Data Sharing and Joint Analysis

Subject to applicable laws, confidentiality obligations, and internal policies, the Parties may collaborate on data-driven research initiatives. The Parties shall be responsible for complying with applicable data protection laws in relation to its use, storage, and processing of shared data.

Either Party may, subject to mutually agreed data sharing policies, provide the other Party with access to appropriately anonymized or aggregated datasets related to transportation systems, traffic operations, infrastructure analytics, or mobility patterns generated or derived from collaborative projects undertaken jointly by the Parties. Such data sharing shall be limited to the purposes of academic research, analysis, and related non-commercial activities, unless otherwise agreed in writing.



The data provider shall be solely responsible for ensuring that all shared data is lawfully obtained and compliant with applicable data protection laws. Neither Party shall be liable for any claims arising from deficiencies in data anonymization or the legality of data collection attributable to the other Party. Each Party shall implement appropriate technical and organizational safeguards to protect the data and shall be responsible for any misuse, unauthorized access, or processing of the data under its control. Neither Party shall attempt to re-identify any anonymized data, nor permit any third party to do so.

Such collaborations may support:

- Traffic safety analysis and modelling
- Evaluation of infrastructure risks
- Development of mobility analytics tools
- Preparation of technical reports and academic publications.

3.3 Field Studies, Pilots, and Technology Evaluation

Where feasible and subject to operational considerations, the Parties may collaborate on field studies or pilot deployments related to transportation and road safety.

Such activities may include:

- Evaluation of sensing technologies or traffic monitoring tools
- Assessment of road safety interventions or countermeasures
- Testing of infrastructure analytics or mobility technologies
- Observational or before and after studies to evaluate system performance.

These activities shall be undertaken on a best-effort basis and shall not interfere with institutional or operational responsibilities of either Party.

3.4 Student Engagement and Internships

The Parties may facilitate student engagement and experiential learning opportunities, including:

- Student internships or industrial exposure programs
- Participation in collaborative research projects
- Field studies or technical evaluations
- Student thesis or capstone projects related to transportation research.

Subject to availability of faculty time and internal approvals. Student participation shall comply with IIT Mandi academic and internship norms.

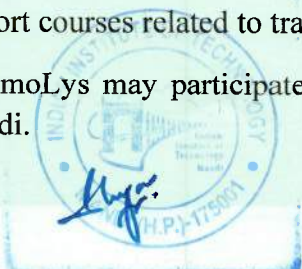
Such engagements shall be subject to mutual consent and applicable institute regulations.

3.5 Knowledge Exchange and Capacity Building

The Parties may jointly organize:

- Workshops and training programs
- Seminars and expert lectures
- Industry–academia interaction events
- Technical short courses related to transportation engineering and data analytics.

Personnel from DromoLys may participate as guest lecturers or industry experts in academic activities at IIT Mandi.



[Signature]
11/04/2026

3.6 Research Outputs and Dissemination

Collaborative activities under this MoU may result in:

- Joint technical reports
- Policy briefs or advisory reports
- Conference papers and peer-reviewed publications
- Presentations at academic or professional forums.

Appropriate acknowledgment shall be provided to all participating Parties in any dissemination arising from the collaboration.

Each specific activity may be further detailed in a separate project or sponsored research agreement, signed subsequently between the Parties.

4. Academic Freedom and Publications

Nothing in this MoU shall restrict the academic freedom of IIT Mandi faculty and students to publish research outcomes arising from collaborative activities.

Where appropriate, the publishing Party shall provide the other Party with a reasonable opportunity to review proposed publications solely for the purpose of protecting confidential information or facilitating intellectual property protection.

5. Intellectual Property

This MoU does not determine ownership of intellectual property arising from collaborative activities.

Ownership, licensing, and commercialization of intellectual property shall be defined in separate project-specific agreements, executed in accordance with IIT Mandi and DromoLys's policies and applicable laws.

6. Confidentiality and Data Governance

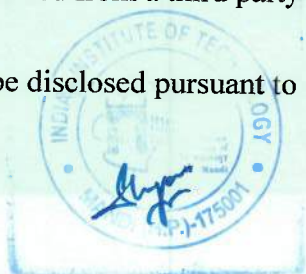
The Parties agree to maintain confidentiality of proprietary or sensitive information exchanged during the course of collaboration.

Any shared data shall be used solely for the purposes outlined in this MoU and handled in accordance with applicable laws, institutional policies, and ethical guidelines.

Confidential information shall not be disclosed to third parties without prior written consent of the originating Party.

Confidential Information shall not include information which:

- was already known to the receiving Party prior to disclosure;
- is independently developed by the receiving Party without reference to the disclosing Party's confidential information;
- becomes publicly available through no wrongful act or omission of the receiving Party;
- is lawfully obtained from a third party without breach of any confidentiality obligation;
- is required to be disclosed pursuant to applicable law, regulation, or court order.



[Handwritten signature]
11/04/2026

7. Coordination and Nodal Contact

For coordination and facilitation of activities under this MoU, Dr. Anshu Bamney, Assistant Professor at School of Civil and Environmental Engineering, Indian Institute of Technology Mandi shall serve as the Nodal Faculty Coordinator from IIT Mandi.

DromoLys designates Dr. Manaswinee Kar, Head, Innovation Lab, DromoLys Research & Development Pvt. Ltd. as the corresponding coordinator for communication and collaboration.

Either Party may change its nodal contact by written intimation without requiring amendment to this MoU.

8. Financial Arrangements

This MoU does not create any financial obligations for either Party. Funding arrangements for specific activities such as sponsored research projects, consultancy assignments, pilot studies, or training programs shall be governed by separate written agreements. No activity involving financial expenditure shall be undertaken by IIT Mandi unless explicitly prior-approved.

9. Term and Termination

This MoU shall remain valid for a period of five (5) years from the date of signing and may be renewed upon mutual written agreement. Either Party may terminate this MoU by providing thirty (30) days' written notice to the other Party.

Termination of this MoU shall not affect ongoing collaborative activities initiated under separate agreements.

10. Relationship Between Parties

This MoU is non-exclusive and does not create a partnership, joint venture, or agency relationship between the Parties.

Each Party remains free to enter into similar collaborations with other organizations or institutions.

11. Governing Law

This MoU shall be governed by the laws of India.

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this MoU through mutual discussions and negotiation. If the dispute cannot be resolved through normal discussions, either Party may give written notice of the dispute to the other Party.

Upon such notice, the matter shall be referred to the Director, IIT Mandi and the Director, DromoLys (or their designated representatives) for amicable resolution in a spirit of cooperation and mutual respect.

If the dispute is not resolved within thirty (30) days of such notice, the matter shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time).

The seat of the arbitration shall be Mandi, Himachal Pradesh. The arbitration shall be conducted in English or Hindi languages, and the award shall be final and binding upon the Parties. Each Party shall bear its own costs of the arbitration unless the arbitrator otherwise directs. Arbitration shall be conducted by a sole arbitrator mutually appointed by the Parties.

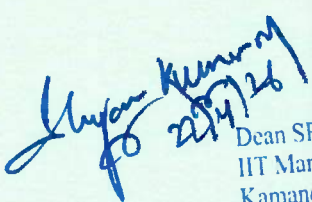
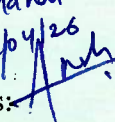

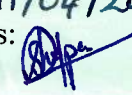


11/04/2026

12. Amendments

Any amendment or modification to this MoU shall be made only through a written document signed by authorized representatives of both Parties.

Signatories

<p>For the Indian Institute of Technology, Mandi</p> <p> 22/04/26 Dean SRIC IIT Mandi Kamand - 175005, H.P., India</p> <p>Name: Dr. Shyam K Masakpalli Designation: Dean, Sponsored Research and Industrial Consultancy (SRIC), IIT Mandi Place: Mandi Date: 22/04/26 Witness:  Name: Anshu Bamney</p>	<p>DromoLys Research and Development Pvt. Ltd.</p> <p> 11/04/2026</p> <p>Name: Dr. Suvin P. Venthuruthiyil Designation: CEO & Founding Director, DromoLys Research & Development Pvt. Ltd. Place: KOZHIKOD Date: 11/04/2026 Witness:  Name: Shilpa R. Nair</p>
---	---

