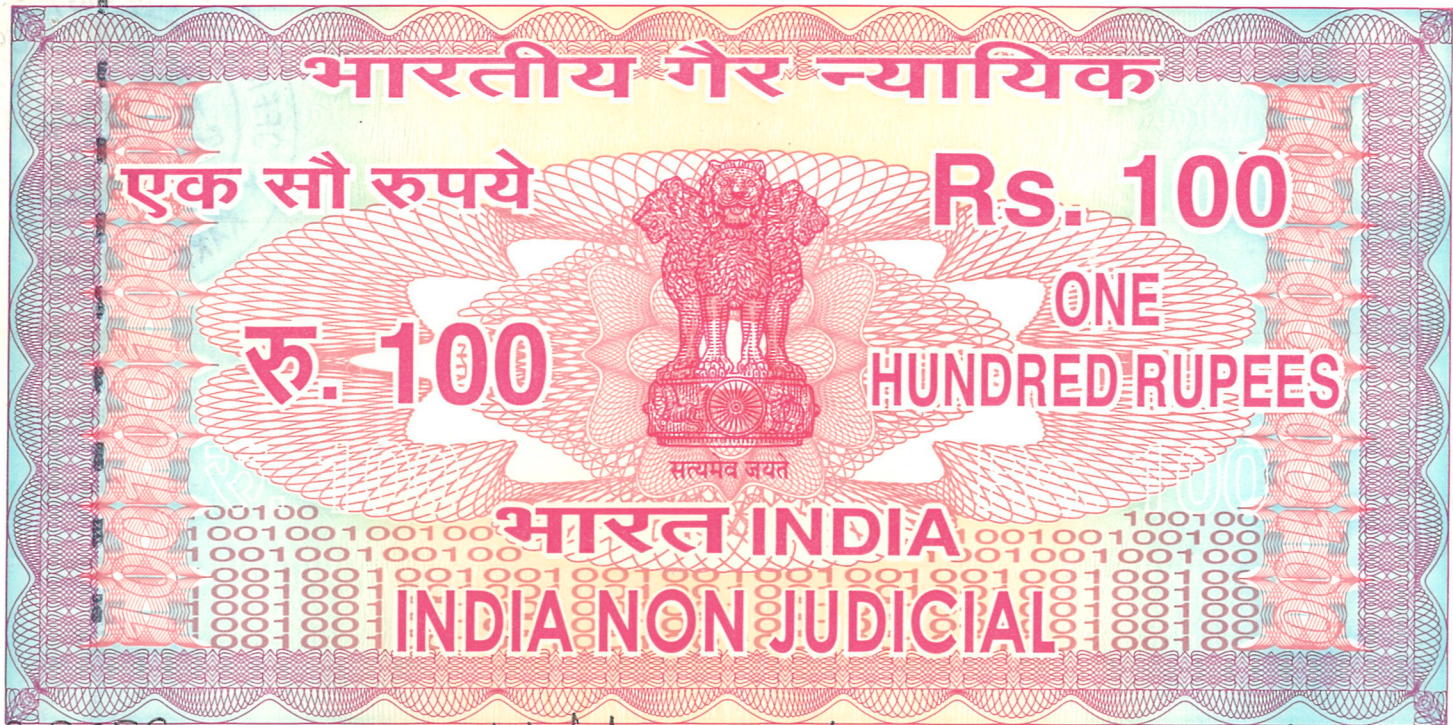




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ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
The Registrar, JNTUK, Kakinada
V.V. Subbarao

N. Renuka
CB 350647
NUNNA RENUKA
LICENCED STAMP VENDOR
L.No. 04-13-6-214
RL.No. 04-13-02-2017
Opp. JNTU, KAKINADA - 533 001
Cell 93472 22410

Memorandum of Understanding

Between

Jawaharlal Nehru Technological University, Kakinada, AP, India
and

Tetrasoft Inc, St.Louis, MO, USA & Tetrasoft India Pvt. Ltd, Hyderabad

Overview

TETRASOFT Inc. is one of the leading IT consulting and Software services company. We are headquartered in the picturesque city of St. Louis, MO, USA. Since 1997, we have been providing high quality and cost effective software consultancy and outsourcing services to our clients in USA, Europe and India. We harnessed technology enablers across digital generations to help large global enterprises secure a competitive edge in their respective businesses.

TETRASOFT Inc. is a digital services company collaborating with clients to deliver customer centred digital transformation. Working at the intersection of strategy, design and technology, we derive insight, shape interactions, drive enterprise integration and unlock innovation and new business models for our clients.

UX Design & UI Engineering

Design and Technology Strategy Interaction and Visual Design
UI Development and Re-engineering
Enterprise Platforms UI Engineering

Digital Products & Applications

Digital Product Development
Product Conception & Management
Digital Platform Integration
Application Development & Maintenance

Connected Devices & IoT

Embedded Systems Engineering
IoT Solutions Engineering
Platform Engineering
Mobile Apps Development
Artificial Intelligence Platforms

BigData & Analytics

Architecture and Solution Frameworks
Data Lifecycle Management
Data Visualization and Insights
Predictive and Prescriptive Analytics



Cloud & DevOps

Cloud Architecture & Design
DevOps Engineering & Automation
Cloud Migration
Cloud Operations Management
Hyper Converged Infrastructure

Digital Assurance

Omni Channel Assurance
Content Assurance
Continuous testing for CI/CD
Assuring customer experience
Accessibility Assurance

Security Engineering

Digital Security
Identity and Access Management (IAM)
Cloud Security
Security Testing

TETRASOFT's world class infrastructure across global locations helps customers and partners in achieving high performing agile solutions and goals. Nurturing long-term partnerships have been a way of life at TETRASOFT. We firmly believe that in the "Power of Partnership" lies the ability to identify mutually beneficial opportunities, increase individual strengths and intensify commitments. We are armed with a strong team of about 1000 software professionals. We believe that "Great things can happen only when we work together as a TEAM (Together Everybody Achieves More)".

TETRASOFT's strength lies in our extensive and expanding network of senior-level technical consultants/experts keen to work as mentors and trainers with us. They have an average experience of about 8 years, in the latest digital technologies as well as emerging areas such as AI/ML, IoT, Cyber Security, DevOps, Lean Methodologies and Cloud Computing. They are spread out across India (Hyderabad, Bangalore) and USA and experts in mentoring using digital technologies Artificial Intelligence/Machine Learning, Big Data and Analytics, Cloud and Business Platforms, RPA and Automation, Mobility, DevOps, Rapid Imagination, Connected Devices and IoT.

Jawaharlal Nehru Technological University, Kakinada (JNTUK) at its various engineering and sciences departments is charged with the responsibility of training technical and scientific manpower in various front-line areas of importance for the nation and is also contributing to the rapidly growing scientific and technological knowledge and professional excellence in Science & Technology by setting up Technology Incubation Centre ("IC-JNTUK") and consultancy services.

WHEREAS both TETRASOFT and JNTUK now

- Recognise the importance of skill development in the creation of a large pool of highly qualified manpower that are conversant in the new and emerging developments in all Information, Communication and Technology (ICT) fields.
- Endeavour to bridge the acute gap between industry demands for entry-level skilled professionals and the supply of trained graduates from technical colleges, through project-based experiential learning. Provide quality mentors to students studying in colleges located in rural areas and create equal opportunities.
- Support the drive to automate and optimise existing processes involving students in a variety of sectors such as Agriculture, Manufacturing, and ICT, through cutting-edge technologies and platforms such as Artificial Intelligence/Machine Learning, Big Data and Analytics, Cloud and Business Platforms, RPA and Automation, Mobility, DevOps, Rapid Imagination, Connected Devices and IoT.



I. Scope and Terms of Engagement

This section of the MoU details the general terms and conditions regarding the collaboration between TETRASOFT and JNTUK. Under this MoU, there is no financial commitment nor legal binding between JNTUK and TETRASOFT.

1. JNTUK shall in good faith provide all requisite support and assistance to TETRASOFT (including infrastructure facilities and access to interested students, faculty and research scholars) in order to achieve objectives contemplated under this MoU to the letter and spirit.
2. TETRASOFT will deliver student seminars and workshops virtually using Technology Experts from India and Overseas from time to time, with prior intimation to IC-JNTUK using their infrastructure.
3. TETRASOFT may offer internships to few eligible students and research scholars from JNTUK constituent and affiliated colleges for the development of application enhancements to the TETRASOFT platform and ecosystem. Terms of internship such as duration, stipend and further employment will be determined at the discretion of TETRASOFT. Though it is not a commitment, we intend to offer internships to about 10 students and research scholars per year
4. Select students of the pilot who have completed internships with TETRASOFT may be considered for employment at TETRASOFT, Hyderabad.
5. IC-JNTUK and TETRASOFT will offer joint-certifications (for a. Academic Requirement, and b. Skill Proficiency, respectively) for projects evolved through this collaboration, to participating students from any JNTUK-affiliated college.
6. IC-JNTUK and TETRASOFT may collaboratively apply for financial grants from the government and through any non-profit initiatives and such projects will be executed at IC JNTUK.
7. It shall be at the discretion of TETRASOFT to cease, alter, modify or amend the projects provided to the students after prior consultation with IC-JNTUK.
8. If JNTUK is a direct party for revenue generation, the profit can be shared on mutually negotiated terms on a case-by-case basis.
9. Up on renewal, 3% of the net profit earned by TETRASOFT through its association with IC-JNTUK will be shared with IC-JNTUK. Mechanism for computing the profits from the work carried by IC-JNTUK team will be agreed at individual project level.
10. Any disputes and legal issues arising out of such potential profit-sharing will be resolved in good faith through negotiations / deliberations. In the event of not materializing the deliberations between the parties such disputes will be referred to sole arbitrator appointed by JNTUK for resolving the disputes the Kakinada courts alone having jurisdiction.

II. Sharing of Facilities

1. For the purpose of TETRASOFT Digital Excellence Center (see 'Appendix A'), IC-JNTUK shall provide free of cost, one room (approx. 600 sq. ft.) with office furniture, electricity, internet, UPS, and multimedia connectivity for 8-10 systems. TETRASOFT will put all their best efforts to get connectivity for this facility to TETRASOFT network infrastructure globally. TETRASOFT will take the joint responsibility of branding this Digital Excellence Center in consultation with IC-JNTUK

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III. Effective Date and Duration of MoU

1. This MoU shall be effective from the date of its approval by competent authorities at both ends.
2. The duration of the MoU shall be for a period of three (3) years from the effective date. During its tenancy, the MoU may be extended or terminated by a prior notice of three (3) months by either party.
3. Any clause or article of the MoU may be modified or amended by mutual agreement between JNTUK and TETRASOFT.
4. Any amendment and/or addendum to this Agreement shall be in writing and signed by both parties and shall only after such execution be deemed to form part of the Agreement and have a retrospective effect of modifying the Agreement to the extent required by such amendment or addendum.
5. The progress of the activities under this MoU may be reviewed annually by both parties.

IV. Intellectual Property Rights

1. JNTUK and TETRASOFT can jointly publish papers and apply for patents.
2. Ownership of outcomes from TETRASOFT Platform Enhancements incubation shall rest with TETRASOFT, along with the rights to modify and further develop them for TETRASOFT's internal use.
3. In the event of students coming up with any ideas outside of TETRASOFT Platform, Intellectual Property rights would be shared by the students, JNTUK and TETRASOFT in appropriate proportions on a case-by-case basis.
4. If JNTUK is a direct party for revenue generation, the profit can be shared on mutually negotiated terms on a case-by-case basis.

V. Confidentiality

1. During the tenure of the MoU, TETRASOFT and JNTUK agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").
2. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.
3. Both JNTUK and TETRASOFT shall bind their respective personnel who come into possession or knowledge of any confidential information not to disclose the same to third parties without written approval of the disclosing party or use such confidential information for any use other than intended under this agreement.



Appendix A

For TETRASOFT Digital Excellence Center, IC-JNTUK shall support the identification of eligible students and research scholars from JNTUK constituent and affiliated colleges to intern with TETRASOFT in order to contribute with solution development for Digital Centres of Excellence (COEs) at TETRASOFT. These COEs nurture the digital mind set, technology competence and contribute to skill development, solution building across various business domains. TETRASOFT will open the network connectivity so that individual students and professionals can join the virtual projects development teams independently to contribute to solutions development and enhance their skills for better employment.

During the first few quarters, TETRASOFT Digital Excellence Center will cater to building smart solutions that can help the global enterprises. Indicative list of solutions will be provided shortly.

IN WITNESS WHEREOF BOTH PARTIES HERETO HAVE ENTERED THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE:

For JNTUK	For TETRASOFT
Name: Prof. V V Subba Rao	Name: Surya Prakash Thammiraju
Designation: Registrar	Designation: Chief Technology Officer
Signature: 	Signature: 
Seal:	Seal:
Address: Registrar, Jawaharlal Nehru Technological University Kakinada, East Godavari (District) Andhra Pradesh - 533003 India Date:	Address: #16647 Chesterfield Grove Road, Suite 120 Chesterfield, MO 63005 Date: 
Witness:	Witness:

