



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**JAWAHARLAL NEHRU TECHNOLOGICAL UNIVERSITY, KAKINANDA**

**AND**

**TRUZIO TECHNOLOGIES INDIA PRIVATE LIMITED**



## **PREAMBLE**

JAWAHARLAL NEHRU TECHNOLOGICAL UNIVERSITY, KAKINADA (JNTUK) at its various engineering and sciences departments is charged with 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 and consultancy services.

TRUZIO Technologies India Private Ltd, Hyderabad, is a turnkey information technology solution provider, engaged in Enterprise Resource Planning (ERP) software product design, development, testing and deployment, web and mobile technology development, deployment, data analytics and management consultancy services.

WHEREAS, both JNTUK and TRUZIO, now

- Recognizing the importance of product development in the areas of software applications, as well as imparting software technical training, software product development life cycle to the engineering and technology students.
- Appreciating the need for creation of large reservoir of highly qualified manpower in all fields related to Open Source Technology tools
- Desiring to combine their efforts by pooling their expertise, internal resources, and student Interns at Incubation Centre located at JNTUK and at development centre located at Truzio

INTEND to form a nucleus for promoting excellent quality manpower in the fields of engineering, information technology with special emphasis on ERP, DATA Analytics, Mobile Application development, System Analysis, Design, Software development, Testing and other related fields etc.

NOW, THEREFORE, in consideration of the mutual promises made herein and of good and valuable consideration, the receipt and sufficiency of which both JNTUK and TRUZIO hereby acknowledge, JNTUK and TRUZIO hereby agree to sign a memorandum of understanding (MOU).

## **ARTICLE-I: SCOPE OF THE MOU**

This MOU details the modalities and general conditions regarding collaboration between JNTUK and TRUZIO

1. Development of an Educational ERP Software for university and affiliated colleges by utilising domain knowledge of JNTUK staff and technical, functional expertise of qualified manpower of TRUZIO





2. TRUZIO will assist JNTUK in bidding and execution of IT services projects on a case to case basis with mutually agreed financial arrangements.
3. TRUZIO can train the students in latest technologies and the areas of cooperation can be extended through mutual consent.

#### **ARTICLE-II: SCOPE AND TERMS OF INTERACTIONS**

Both JNTUK and TRUZIO shall encourage interactions between the selected students, faculty members, staff and consultants of both the organizations through the following arrangements:

- a) Training the selected B.Tech/M.Tech/MSIT/MCA students on the relevant technologies for developing Educational ERP product and other related applications
- b) Trained students will work for minimum of 6-9 months as interns on the development of software applications
- c) JNTUK staff shall share their process knowledge to develop the software pertaining to their respective departments and administration of affiliated colleges involved in the JNTUK.
- d) Single point of contact and team of staff members identified by JNTUK administration will help TRUZIO in requirements gathering and documentation for the development of Educational ERP.
- e) JNTUK staff will be trained for the effective use of Educational ERP.
- f) The selected students who have completed their internship programme may be considered for employment at TRUZIO.
- g) The software will be developed with proper cyber security measures. JNTUK can test the software before deployment for security measures.

#### **ARTICLE-III: SHARING OF FACILITIES**

- a) JNTUK shall make provisions to provide one room (approx. 500 Sq. ft.), IT Infrastructure (15-20 desktops/laptops& server) with internet, UPS, and electricity at free of cost.
- b) TRUZIO will deploy 3 to 6 consultants based on the project phase and the number of students to be trained for the product development.
- c) JNTUK will provide accommodation within the campus for these consultants at free of cost. And also provide appropriate access required in the JNTUK campus.

#### **ARTICLE-IV: CO-ORDINATION OF THE PROGRAMME INCLUDING FINANCIAL ARRANGEMENTS**

- a) The Educational ERP development programme between JNTUK and TRUZIO shall be coordinated by Director of Incubation centre, JNTUK and Director of TRUZIO.
- b) There will not be any financial obligation from JNTUK for development of Educational ERP. Software source code will be provided to JNTUK for further enhancements and improvements.



- c) JNTUK and TRUZIO can collaboratively apply for financial grants from the government and private investors in the future.
- d) TRUZIO can bid along with JNTUK for software projects and execute them on partnership basis.

#### **ARTICLE-V: EFFECTIVE DATE AND DURATION OF MOU**

- a) This MOU shall be effective from the date of its approval by competent authorities at both ends.
- b) The duration of the MOU shall be for a period of 3 years from the effective date. During its tenancy, the MOU may be extended or terminated by a prior notice of not less than three months by either party.
- c) Any clause or article of the MOU may be modified or amended by mutual agreement of TRUZIO and JNTUK.

#### **ARTICLE-VI: Intellectual Property Rights**

JNTUK and TRUZIO can jointly publish papers and apply for patents. JNTUK will have rights to modify and further development of the source code for their internal use. Educational ERP Software ownership shall rests with TRUZIO.

#### **ARTICLE-VII: CONFIDENTIALITY**

**Definition of CONFIDENTIAL INFORMATION:** Any proprietary information, data or facts belonging to both JNTUK and TRUZIO collectively or severally, disclosed by the disclosing party under this agreement or any subsequent agreement, whether in writing, verbal or electronically, irrespective of the medium in which such information is stored, shared, which is marked confidential or with any other words having similar meaning by the disclosing party, or specifically agreed to be kept confidential by the parties, or declared or identified so by the disclosing party before such disclosure or during the discussions.

**Definition of NON-CONFIDENTIAL INFORMATION:** Any data or information which: (a) is or becomes publicly available through no fault of the receiving party, (b) is already in the rightful possession of the receiving party prior to its receipt of such data or information; (c) is independently developed by the receiving party without reference to the confidential information of the disclosing party (d) is rightfully obtained by the receiving party from a third party or is in the public domain (e) is disclosed with the written consent of the party whose information it is, or (f) is disclosed pursuant to court order or other legal compulsion, after providing prior notice to the disclosing party.





Agreed points on confidentiality:

1. During the tenure of the MOU, both JNTUK and TRUZIO 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.
2. Both JNTUK and TRUZIO 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.
3. Further both JNTUK and TRUZIO shall put in place adequate and reasonable measures to keep and store confidential information secure so as to prevent any unauthorized use.
4. The source code of the educational ERP that has been developed by TRUZIO should not be copied, modified, replicated, shared, transferred, sold and used for any purpose other than internal use of JNTUK.

**ARTICLE-VIII: AMENDMENTS**

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

IN WITNESS, WHEREOF BOTH THE PARTIES HERE TO HAVE ENTERED THIS AGREEMENT EFFECTIVE AS ON THE DATE AND YEAR FIRST WRITTEN ABOVE.

NAME: *C. S. Reddy*

Designation: REGISTRAR 'ic

**REGISTRAR**  
**J.N.T. University Kakinada**  
**KAKINADA-533 003**

Seal

*C. S. Reddy*  
Registrar, JNTUK  
Jawaharlal Nehru Technological University  
Kakinada, East Godavari (District)  
Andhra Pradesh - 533003



NAME: *Sanjay Kappagantula*  
*Sanjay*

Designation: *founder/CEO.*

**For Truzio Technologies India Pvt. Ltd.**

Seal

**Director / Authorized Signatory**

TRUZIO Technologies India Pvt. Ltd  
5<sup>th</sup> Floor, Plot # 1023-1026,  
Gurukul Society, Madhapur  
Hyderabad - 500081



**TRUZIO**  
ERP built for you

Place: KAKINADA

Date: 15/03/2017

Place: KAKINADA

Date: 16/03/2017

1. Witness

*Ramakrishna Akkaraju*

(RAMAKRISHNA AKKARAJU)

2. Witness

*J. V. R. S.*