



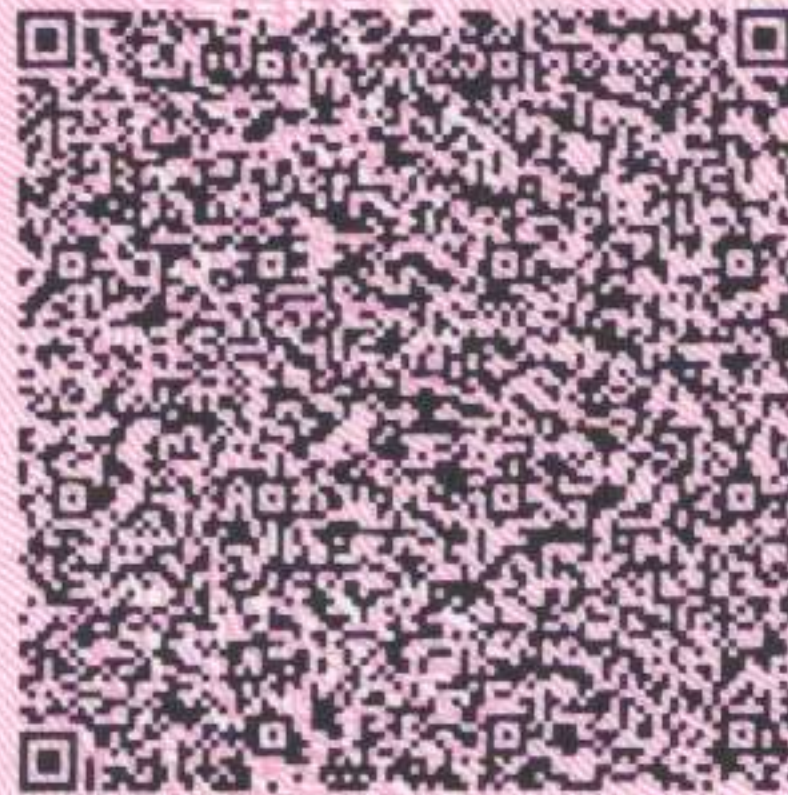
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This stamp paper forms an integral part of the MoU dated 25th February 2026, between The Apollo University and Nucleome Informatics Pvt. Ltd. and shall be read together with and construed as part of the said Agreement



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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

MEMORANDUM OF UNDERSTANDING (MoU)

BETWEEN

THE APOLLO UNIVERSITY, CHITTOOR, AP, INDIA

&

**NUCLEOME INFORMATICS PVT. LTD., NKC CENTRE FOR GENOMICS
RESEARCH, HYDERABAD, INDIA**

This Memorandum of Understanding (MoU) executed on the 14th day of February 2026, by and between

The Apollo University, a private higher education institution, sponsored by the Apollo Hospitals Educational & Research Foundation (AHERF), a Society registered under the Andhra Pradesh (Telangana Areas) Public Societies Registration Act, 1350 Fasli; Act I of 1350 F under number 2222 of 1992, established under the provisions of the Andhra Pradesh Private Universities (Establishment and Regulation) Act, 2016, having its campus at The Apollo Knowledge City, Saketa, Murukambattu, Chittoor, Andhra Pradesh - 517127, with formal recognition notified in the Andhra Pradesh Gazette through Notification No. 40 of 2023 issued under the Andhra Pradesh Private Universities (Establishment and Regulation) Act, 2023 that amended the original 2016 Act, and being represented by Prof M Potharaju, its Registrar, and hereinafter referred to as "Party of the SECOND PART" or "TAU" which expression wherever it occurs, shall mean and include the representatives, administrators, successors in interest and assign.

And

Nucleome Informatics Pvt. Ltd., NKC Centre for Genomics Research, Registered under the Companies Act, 1956/2013 with CIN U24230TS2012PTC202071 having its Registered Office at 2nd Floor, 3 Cube Towers, 2-93/8&9, Whitefield Road, Hyderabad 500084, and represented by its Managing Director and Chief Executive Office, Mr. Dushyant Singh Baghel (hereinafter referred to as 'Nucleome' (which expression shall where the context so admits, mean and include its successors, representatives and permitted assigns) of the Other Part;

TAU and Nucleome hereinafter collectively referred to as "the Parties" and individually as "the Party"

- A. WHEREAS The Apollo University, a state private university located in Chittoor, Andhra Pradesh offers diverse healthcare focused UG, PG and PhD programs in domains such as Health Sciences, Technology, Management, and Pharmacy. TAU is a key project of Apollo Hospitals Education and Research Foundation (AHERF). AHERF's vision is to establish, maintain, and support medical schools, colleges, and similar institutions for medical



education and for the advancement of research in medicine and allied health disciplines. The Society has been recognised as a Scientific and Industrial Research Organisation (SIRO) by DSIR, DST, Government of India. In addition, AHERF, which is a registered society under Income Tax Act 1961, has 80G approval which provides tax benefits to donors.

- B. WHEREAS Nucleome is a DSIR certified MSME established in 2012 as an end-to-end genomics service provider. Over the years, Nucleome has been recognized by multiple agencies as a leading company in its domain. Nucleome is the first and only Indian organization to partner with the prestigious Vertebrate Genome Project of the G10K consortium to sequence 70,000 vertebrate species; developed a genetic testing panel for Inherited Retinal Diseases through an Indo-Korean joint project funded by DST-GITA of Government of India; has sequenced >100 species, including viruses, bacteria, fungus, mithun, tiger, buffalo, leopard, dog, wheat, rice, mango, pomegranate, little millet, insects, and various plants working with various DBT, ICAR, ICMR and CSIR research institutes in India. Nucleome completed the World Bank-funded WGS project to sequence 200 bovine animals for NDDB and 1500 animal genome sequencing project of ICAR in record time of 6 months; supported ICAR-NBAGR to build India's first SNP chip for genomic selection of animals for milk production. Nucleome has successfully carried out several projects involving whole genome sequencing, whole exome sequencing, bisulfite sequencing, metagenome sequencing, transcriptome sequencing, amplicon sequencing, etc., for scientists in India and abroad.
- C. AND WHEREAS both the Parties are interested to have an inter-institutional tie-up with the objective to enhance quality of teaching and learning process, research and extension of services by undertaking mutually accepted collaborative activities in the areas of their core competence and have decided to enter into a Memorandum of Understanding so as to record their intention to work together;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS HEREINAFTER CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS: -

1.0 Objectives of Collaboration:

TAU and Nucleome, after considering their objectives and strengths, express their intent to cooperate and collaborate in order to enhance the quality of training and research activities. The following areas of interest are identified as potential avenues for collaboration, subject to mutual agreement and feasibility. These activities are not mandatory and shall be pursued only when both parties deem them appropriate: Joint teaching programs in the areas of Biomedical Engineering, Environmental Health Engineering, Biotechnology, Oncology, Radiology, Pathology, Biomedical Nanotechnology, Public Health and other areas of basic medical and



allied sciences, joint research and development projects to be funded by external funding agencies.

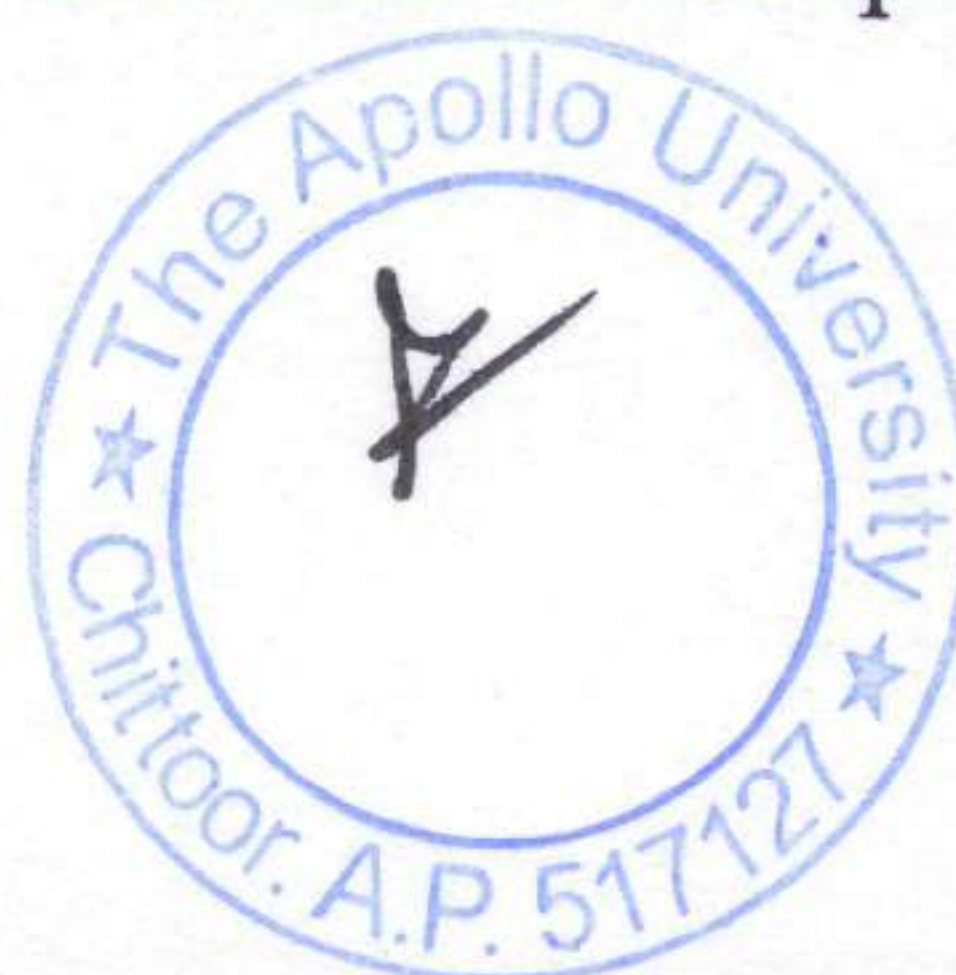
- 1.1. Staff of Nucleome may carry out project at TAU, with prior approval of TAU; Every year 1 or 2 TAU students may undergo training at Nucleome as interns in the laboratory group for bench work or in the bioinformatics group for data analysis for a maximum of 3 months with a stipend of Rs. Fifteen Thousand only (15,000)per month. Internships with stipend will be offered after a rigorous selection process including written tests and/or oral interviews. A select few of those students who complete internship programme successfully may be considered for placement in Nucleome subject to the availability of relevant job openings in Nucleome.
- 1.2. Joint organization and participation Symposia/Conferences/Workshops/Short-term Refresher Courses may be undertaken as mutually agreed.
- 1.3. Short term and long-term developmental programs on topics of mutual interest.
- 1.4. Medical and technical consultancy activities of mutual interest.
- 1.5. Exchange of experts for guest lectures as well as for examiner-ships.
- 1.6. TAU may extend access to its facilities for preclinical toxicology and pharmacokinetics studies/clinical trials/trials/clinical validation for bio-productsto Nucleomeas per mutually agreed terms.
- 1.7. Each collaborative project or activity shall be governed by specific terms, conditions, and procedural aspects, including financial obligations, to be finalized through mutual discussion.
- 1.8. A four-member Steering Committee will be constituted, being two members, each nominated by TAU and Nucleome, to identify the specific areas and coordinate the collaborative activities under this MoU and finalize terms and conditions therefore.

2.0. Intention

The intention of this MoU is to record the parties' understanding in relation to pursuing of academic and research activities as may be agreed to be undertaken jointly by the Parties only. When the collaborative programs are identified and it is decided to carryout it, the Parties will enter into specific agreement for each such collaborative activity containing all relevant terms and conditions, prior to implementation.

3.0. Financial Commitment

This MoU, being a co-operative and collaborative understanding for academic excellence and enhancement of quality research activities, shall not create any financial and or legal commitment whatsoever on either of the parties hereto, except as may be provided in activity-specific agreement(s) that may be entered into subsequently.



4.0. Term and termination

- 4.1. This MoU will be in force for a period of FIVE (5) years from the date of signing of the same and thereafter may be reviewed and renewed for further period as may be decided on mutual consent of the Parties hereto, subject to such other terms and conditions as may be mutually agreed upon.
- 4.2. Notwithstanding sub-clause 4.1., this MoU may be terminated at any point of time, by either party, by issuing a thirty days' notice, in writing, to the other party prior to the desired date of termination. However, both Parties agree that all obligations accrued up to such date of prior termination in respect of the students, staff, funding bodies or other entities shall be met in full, by the Party concerned subsequent to the date of such prior termination.
- 4.3. However, in the event of a material breach involving confidentiality, intellectual property rights, or data privacy, either party may terminate this MoU with immediate effect, without the requirement of prior notice. In such cases, the terminating party shall provide written justification for the termination, and both parties shall cooperate to minimize disruption to ongoing activities and stakeholders.

5.0. Confidentiality

- 5.1. "Confidential Information" refers to any non-public, proprietary, or sensitive information disclosed by one party ("Disclosing Party") to the other ("Receiving Party") in connection with this MoU, whether oral, written, or electronic, that is marked confidential or reasonably understood to be so by its nature or context. This includes, but is not limited to, business plans, financial data, technical materials, curriculum content, student records, and intellectual property.
- 5.2. Confidential Information excludes information that becomes public without breach, was known prior to disclosure, is lawfully received from a third party, is independently developed, or is required to be disclosed by law, provided notice is given and protective measures are sought.
- 5.3. Each party shall protect the other's Confidential Information with reasonable care, use it solely for purposes of this MoU on a need to know basis, and disclose it only to personnel bound by similar obligations. These confidentiality obligations shall survive the expiry or termination of the MoU. Upon termination of this MoU or upon written request, the Receiving Party shall promptly return or destroy all Confidential Information and, if requested, certify such destruction in writing. Archival copies retained for legal compliance shall remain subject to confidentiality obligations..



6.0 Liability and Indemnity

- 6.1. In the event of breach of any of the terms and conditions specified in this MoU by a party hereto or for negligence misconduct, misrepresentation by any of its personnel in regard to discharge of their obligations under this MoU such defaulting party shall be held solely liable therefore.
- 6.2. Each of the Parties hereby agrees to indemnify, defend and hold harmless the other Party and its affiliates, directors, officers, representatives and employees (collectively, "Indemnified Persons") from and against any and all direct losses, liabilities, claims, damages, costs and expenses, and interest chargeable thereon, asserted against or incurred by any Indemnified Person that may arise out of, resulting from, or in connection with, any breach (in whole or in part) of any term of this MoU by the Indemnifying Party and its personnel or due to negligence, misconduct, misrepresentation by any of its personnel in performing the obligations under this MoU.

7.0 Intellectual Property Rights (IPR)

- 7.1. All intellectual property rights owned by either Party prior to the execution of this Agreement, or developed independently of this Agreement without reference to the other Party's confidential information, shall remain the sole property of the respective Party. Nothing in this Agreement shall be construed as granting any license or transfer of such pre-existing or independently developed intellectual property. Any intellectual property created or developed jointly by the Parties as a direct result of activities under this Agreement ("Jointly Developed IPR") shall be subject to mutual discussion and agreement between the Parties. The ownership, usage rights, and protection mechanisms for such Jointly Developed IPR shall be determined in good faith and documented in a separate written agreement at a future date.
- 7.2. Both Parties agree to respect and protect each other's intellectual property, including brand names, trademarks, logos, copyrighted materials, and proprietary data. No Party shall use, reproduce, publish, or distribute the other Party's intellectual property—including for promotional, academic, or commercial purposes—without prior written consent. Any permitted use shall comply with the owning Party's brand usage guidelines and may be revoked at any time.
- 7.3. Unauthorized use or disclosure of intellectual property shall constitute a material breach of this Agreement and may result in immediate termination, without prejudice to any other legal remedies available to the aggrieved Party.

8.0 Publication

Joint publications, if any, in respect of the joint activity under this MoU shall be in the name of the personnel involved from both the parties. In all publications (papers, reports, etc.), the



names of the parties will be mentioned, and it will be duly acknowledged that the work was facilitated by this MoU between the parties. The parties agree that the publications will be made in Scopus indexed journals.

9.0. Notices:

All notices required to be served under the terms of this MoU, shall be in writing and considered to be duly served, if the same is delivered either in person by obtaining acknowledgement or posted by registered mail, addressed to the Parties concerned or at the latest address mentioned above or notified to the other Party herein in writing.

10.0. Use of Trademark/Name:

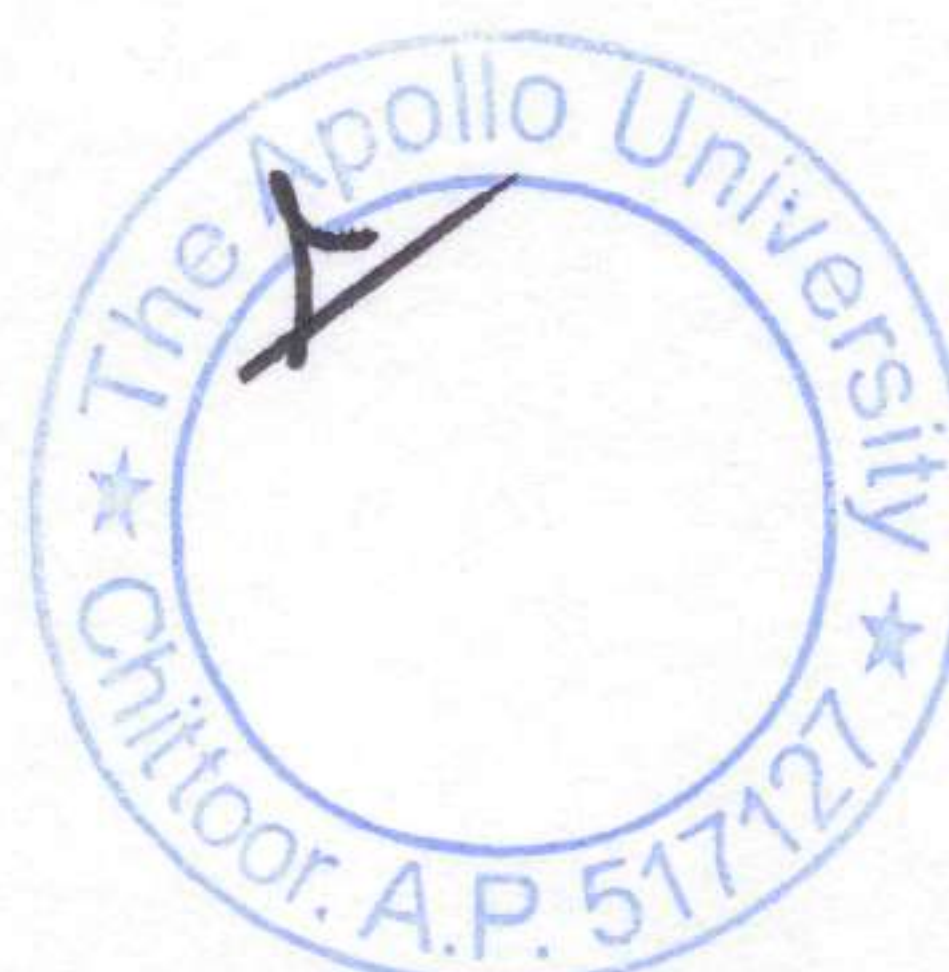
- 10.1 Without prior written consent of the party concerned, no party hereto shall use the Trade Mark/Service Mark/Trade Mark of other party in any manner either during the duration of the MoU or thereafter on expiry of this MoU.
- 10.2 Both Parties agree that, following the execution of this MoU, the fact that a Memorandum of Understanding has been signed may be publicly acknowledged. This acknowledgment may include the use of the respective Party's name and logo in promotional brochures, official websites, and other formal communication materials. However, the full text or content of the MoU shall not be uploaded, published, or disclosed publicly without prior written consent from both Parties.

11.0. Non-Exclusivity

It is also understood clearly by the parties hereto that this MoU is on a 'non-exclusive' basis and that it is always open to either party to enter into similar tie-ups with any other organization/entity, as may be deemed fit by the party concerned.

12.0 Miscellaneous:

- 12.1. No modification to this MoU shall be valid unless it is made in writing and duly signed by the Parties hereto.
- 12.2. Each of the Parties hereto will be construed as an independent contractor. This MoU does not create a partnership, joint venture, or agency between the Parties.
- 12.3. Either of the Parties hereto shall not create any liability whatsoever on the other Party. Nothing in this MoU authorizes either Party to act as an agent for the other Party, to do anything in the name of the other Party, or represent/make statements on behalf of the other Party hereto.
- 12.4. No Party shall assign this MoU to another Person or third party without obtaining the prior written consent of the other Party hereto.



- 12.5. The obligations that are created under the MoU on either party as well as through subsequent relevant agreements between the parties hereto, shall be duly discharged in accordance with the terms and conditions incorporated therein.
- 12.6. This MoU reflects the mutual intent of the parties to collaborate and does not create any legally binding obligations, except for clauses expressly stated to be binding, such as confidentiality and data privacy. Any binding commitments shall be made only through separate written agreements.
- 12.7. If any provision of this MoU becomes or is declared illegal, invalid, or unenforceable, the provisions will be divisible from this MoU and deemed to be deleted from this MOU. If the deletion substantially alters the basis of this MOU, the Parties will negotiate in good faith to amend the provisions of this MoU to give effect to the original intent of the Parties.
- 12.8. Neither Party shall be liable for any failure to fulfil its obligations within the stipulated time, hereunder due to acts of God, wars, riots, landslides, earthquakes, fire, floods, pandemic, endemic, epidemic; etc. which necessitates extraordinary measures or expense to maintain operations, strikes, go slows, lock outs/lock downs or disorder, any actions/interruptions by government, compliance with any court or administrative order, law, statute, ordinance or regulation, or other similar causes beyond its reasonable control. The Party unaffected by Force Majeure shall have the option to terminate this agreement, if the event of Force Majeure exceeds a period of thirty (30) days; upon due notice to the affected Party as provided in the termination clause.
- 12.9. No failure or delay by either Party in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy.

13.0 Dispute Resolution

Any divergence or difference derived from the interpretation or application of this MoU shall be resolved between the Parties by mutual negotiations in the first instance failing which the same shall be resolved by arbitration as per the Arbitration and Conciliation Act, 1996, as amended from time to time. The place of the arbitration shall be at Hyderabad and the proceedings of the Arbitration shall be in English Language.

14.0 Governing Law:

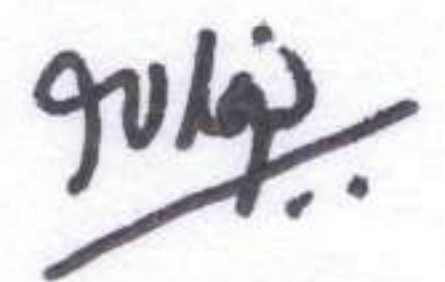
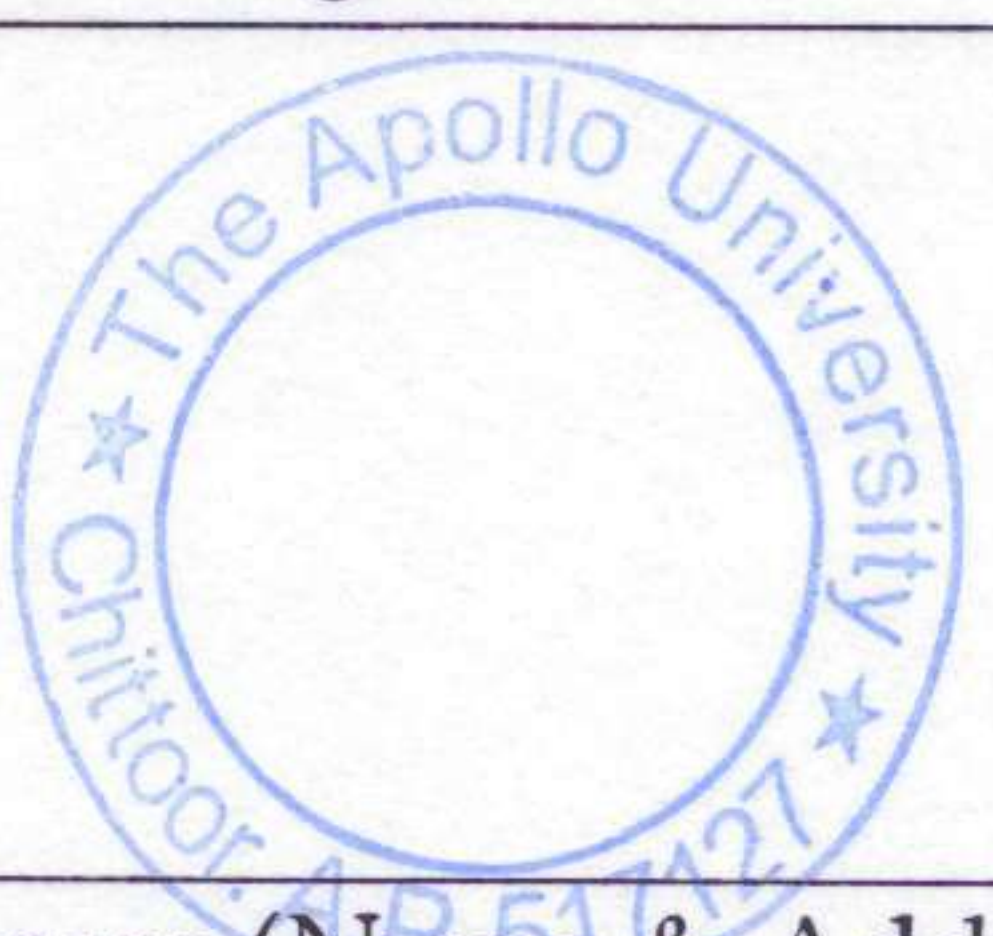
This MoU shall be construed in accordance with Indian Law with exclusive jurisdiction of the Courts in Hyderabad.



15.0 The Parties acknowledge and agree that this agreement including the Annexures attached hereto, constitute the complete and entire statement of all terms, conditions and representations of the agreement with regard to the subject matter hereof and it supersedes all prior understandings whether oral or written between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing, and will be signed by both parties.

16.0 This Agreement is being executed in two counterparts, each of which shall be deemed as original and both shall be a separate document but shall be taken together and deemed to be one and the same instrument.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS MoU ON THE DATE SET FORTH ABOVE.

For and on behalf of TAU	For and on behalf of Nucleome
Signature: 	Signature:
Name: Prof M Potharaju	Name: Dushyant Singh Baghel
Designation: Registrar	Designation: MD & CEO
Seal: 	Seal:
1. Witnesses (Name & Address)	1. Witnesses (Name & Address)
Signature:	Signature:
Name & Address: Name:	Name & Address: Name: 2 nd floor, 3 Cube Towers, 2-93/8&9 Whitefield Road, Hyderabad 500084

2. Witnesses (Name & Address)	2. Witnesses (Name & Address)
Signature:	Signature:
Name & Address: Name:	Name & Address: Name:_____
	2 nd floor, 3 Cube Towers, 2-93/8&9 Whitefield Road, Hyderabad 500 084

