

MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement (“MTA” or “Agreement”) is effective as of the date fully executed (“Effective Date”). The parties to this MTA are:

Hologic, Inc., a Delaware corporation, with a place of business at 10210 Genetic Center Drive, San Diego, California 92121-4362 (together with its affiliates, “Provider”) and

San Bernardino County on behalf of Arrowhead Regional Medical Center, with a facility at 400 N. Pepper Ave., Colton, California 92324 (“Recipient”).

1. Provider agrees to provide to Recipient (i) a quantitative fFN analyzer system, and (ii) sufficient quantities of fFN collection kits and cassettes for testing up to two hundred (200) patients (the “Research Material”) that will be used by Recipient only in research, testing, studies, or similar activities related to Recipient’s study titled, “Cervical length and Bishop scoring in combination with quantitative fetal fibronectin (FFN) to predict prolonged induction of labor” (the “Research Purpose”). Recipient shall receive the Research Material at no charge and shall disclose the anonymized results to the Provider at no charge.
2. Provider acknowledges that the Research Material will not include patient identification information. Recipient agrees to limit the use of the Research Material for the Research Purpose and to ensure the security of the Research Material.
3. Recipient acknowledges and accepts that **THE RESEARCH MATERIAL IS BEING SUPPLIED TO RECIPIENT WITH NO IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Further, Provider makes no representation that the use of the Research Material will not infringe on any patent or proprietary rights of third parties.
5. Recipient agrees not to reverse engineer or otherwise inspect or analyze the Research Material provided under this Agreement in an effort to determine the composition of all or any portion of any of the provided reagents.
6. Recipient agrees to defend, indemnify, and hold harmless Provider from any and all liability, loss, expense, reasonable attorneys’ fees, or claims for injury or damages arising from Recipient’s use, directly or indirectly, of the Research Material, or any material made by Recipient that includes or is derived from the Research Material.
7. Provider acknowledges and agrees that Paragraph 6 above is not intended to and shall not extend to any risk, injury, or damages arising out of or resulting from the gross negligence or willful misconduct of Provider, including manufacturing, collecting, and/or delivering the Research Material.
8. Recipient shall not use the Research Material in humans, nor will any products or derivatives generated from the Research Material, nor will any cells or substances in contact with the Research Material, be infused into humans. Recipient shall use the Research Material in compliance with all applicable federal, state and local laws and regulations. Recipient shall not transfer the Research Material to any facility not under the control of the Recipient, nor transfer the Research Material to any person who is not under the immediate and direct supervision of the Recipient, and Recipient shall assure that any such transfers shall comply with the terms of this MTA.
9. If Recipient’s activities pursuant to the Research Purpose result in an invention(s), new use(s) or a product(s) derived from the Research Material (“Invention(s)”), Recipient shall assign any rights to such Invention(s) to Provider.

10. This MTA shall be effective from the Effective Date for a period of two (2) years. This MTA may be earlier terminated at any time by either party upon thirty (30) days written notice to the other party; provided the provisions of Sections 4, 7-9, and 16 shall survive any such termination or the expiration of the Term.
11. Recipient agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Provider's confidential information in trust and confidence, will not use confidential information in any manner or for any purpose not expressly set forth in this Agreement, and, except where disclosure is required by law, will not disclose any such confidential information to any third party without first obtaining Provider's express written consent on a case-by-case basis. By way of illustration but not limitation "confidential information" includes (a) the Research Material, (b) all information disclosed in oral, electronic, graphic, written, photographic, recorded form, or any other form, in connection with the Research Purpose, (c) trade secrets, copyrights, patents, patent rights, and other intellectual property rights, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques, (d) information regarding the technology, plans for research, investigations, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, and (e) information regarding the skills and compensation of employees of Provider. Notwithstanding the other provisions of this Agreement, nothing received by Recipient will be considered to be Provider's confidential information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement; (2) it has been rightfully received by Recipient from a third party without confidential limitations; (3) it has been independently developed for Recipient by personnel or agents having no access to the Provider's confidential information; or (4) it was known to Recipient prior to its first receipt from Provider.
12. Provider shall maintain the following insurance coverage at the following minimum limits for the term of this Agreement:
 - Commercial/General Liability Insurance – General Liability Insurance covering all operations performed by or on behalf of Provider providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include: Products and completed operations, Broad form property damage (including completed operations), Personal injury, Contractual liability, and a \$2,000,000 general aggregate limit.

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Recipient.

Provider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Provider and Recipient or between Recipient and any other insured or additional insured under the policy.

Unless otherwise approved by Recipient's Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII". \

13. Any notice or communication by either party to the other shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail, addressed to the other party as it appears below or at such other address as such party may hereafter specify.

To Provider: Hologic, Inc.
Attention: Division President, Diagnostics
10210 Genetic Center Drive
San Diego, California 92121-4362
Fax: 858-410-8901
cc: Legal Department – Fax: 858-410-8637

To Recipient: Arrowhead Regional Medical Center
Attention: Hospital Director and Dr. Mallory Novack, DO, FACOG
400 N. Pepper Ave.
Colton, California 92324

14. **Equal Opportunity Employment. Hologic is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.**
15. Each party hereby represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, each party represents and warrants that no proceedings or investigations are currently pending or to the party's knowledge threatened by any federal or state agency seeking to exclude the party from such programs or to sanction the party for any violation of any rule or regulation of such programs.
16. This Agreement is governed by and construed under the laws of the State of California without regard for principles of choice of law, and any action arising under this Agreement shall be venued in the San Bernardino County Superior Court. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable as an indemnification obligation.
17. This MTA may not be amended or modified except in a writing signed by both parties. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether oral or written, between the Parties relating to the subject matter hereof. The rights and obligations of the Parties under this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties. The provisions of this Agreement are severable. If any one or more of such provisions are judicially determined to be illegal or otherwise unenforceable, either in whole or in part, the remaining provisions or portions of this Agreement shall continue to be binding and enforceable. This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing any such counterpart. Facsimile or PDF signatures are deemed equivalent to

original signatures for purposes of this Agreement. Neither party may assign this Agreement or its rights or obligations hereunder without the express written consent of the other party.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have signed this MTA.

HOLOGIC, INC.

**SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER**



[Philipp Mueller \(Jan 19, 2022 16:22 CST\)](#)

Philipp Mueller, PhD
Sr. Director, Scientific & Medical Affairs

Name:
Title:

