

BIOLOGICAL MATERIAL TRANSFER AGREEMENT

THIS BIOLOGICAL MATERIAL TRANSFER AGREEMENT (the "**Agreement**") is made and entered into effective as of May 1, 2009 by and between **Planned Parenthood of San Diego and Riverside Counties**, having an address at 1075 Camino del Rio South, San Diego, CA 92108 ("**PPSD**"), and the **University of California, San Diego**, having an address at 9500 Gilman Drive, La Jolla CA 92093 ("**Recipient**"), to assure the protection and preservation of the biological materials for use solely as described herein.

PPSD and Recipient may be referred to herein as a party or collectively as the Parties. Whereas, PPSD has certain proprietary biological materials; and Whereas, Recipient, through its investigators, [REDACTED] in the lab of [REDACTED], will be given access to certain of PPSD biological materials for the purpose of deriving cell lines from and determining gene expression, genomic, and epigenomic profiles of the Materials (hereinafter referred to as the "Permitted Use"). In reliance upon and in consideration of the following undertakings, and for other good and valuable consideration, the Parties agree as follows:

1. This research material covered by this Agreement includes: fetal and placental tissue, which are proprietary materials of PPSD ("the **Material**").
2. The Material will be used only by Recipient and will not be transferred, distributed or released to any other person or place, without the express written permission of PPSD.
3. The Material will be used by Recipient solely for the Permitted Use. It will not be used by Recipient in any research to be used for the development of any commercial product, including drug screening or development for commercial purposes or on behalf of any commercial entity.
4. PPSD shall retain all right, title and interest in and to the Material, including but not limited to all right, title and interest in patents and patent applications and other intellectual property rights relating to the Material. Unless otherwise expressly provided in writing by PPSD, no right or interest in or to the Material is granted or implied under this Agreement. Nothing in this Agreement grants Recipient the right to retain, distribute or commercialize any Material.
5. Recipient agrees to provide appropriate acknowledgment of the source of the Material in all publications.
6. The Material is made available for investigational use only in laboratory animals or *in vitro* experiments and will not be used in humans or for any other purpose.
7. THE MATERIAL IS PROVIDED "AS IS." PPSD PROVIDES NO WARRANTIES FOR THE MATERIAL, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, AND PPSD SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, ALL

CHARACTERISTICS OF THE MATERIAL ARE NOT FULLY UNDERSTOOD AND ITS USE MAY INVOLVE RISKS OR DANGERS THAT ARE NOT KNOWN OR FULLY APPRECIATED. THE MATERIAL IS BEING PROVIDED WITHOUT WARRANTY OF ANY SORT, EXPRESS OR IMPLIED.

8. Recipient agrees to indemnify and hold PPSD and its employees harmless from any loss, claim, damage or liability, of any kind, which may arise from or in connection with this Agreement or the use, handling, or storage of the Material by Recipient. In no case shall PPSD or its employees be liable for any use by Recipient, of the Material or any loss, claim, damage or liability of any kind, which may arise from or in connection with this Agreement or its use, handling or storage of the Material, except when caused by the gross negligence or willful misconduct of PPSD.

9. No other right or license to this Material or to its manufacture, use, or sale or to any intellectual property rights of PPSD is granted or implied as a result of our sending the Material to Recipient.

10. Each party has the right to terminate this Agreement at any time, in which case Recipient will discontinue all use of the Material until such time as a new agreement is made between the parties. If no new agreement is made, at the request of PPSD, unused Material will be returned to PPSD or destroyed.

11. THIS AGREEMENT WILL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, USA, excluding any choice of law rules that would direct the application of the laws of another jurisdiction, but the scope and validity of any patent or patent application will be governed by the applicable laws of the country of such patent or patent application.

If Recipient agrees to accept the Material under the above conditions, please sign the Agreement, have it signed by an authorized officer of your institution and return it to:

Planned Parenthood of San Diego and Riverside Counties
1075 Camino del Rio South San Diego, CA 92108

Attn:

Planned Parenthood of San Diego

[Redacted Signature]

(Signature)

Name:

Title:

Date:

[Redacted Name, Title, Date]

University of California, San Diego

[Redacted Signature]

By

(Signature)

Name:

Title:

Date:

[Redacted Name, Title, Date]