

18-02701-E

February 22 2018

US Securities & Exchange Commission  
Office of FOIA and Privacy Act Operations  
100 F Street, NE Mail Stop 5100  
Washington, DC 20549-5100



Dear FOIA Office:

Under the Freedom of Information Act (FOIA), please send a copy of the following:

**A copy of: Exhibit 10.1 to the form 10-Q filed by MOMENTA PHARMACEUTICALS INC on May 9, 2008**

In the event confidential treatment has not expired provide the specific date for which

confidential treatment is still in effect. I do not need a copy of the order. We authorize up to

\$61.00 in processing fees. Thank You,

Paul D'Souza  
Editor - Deals

Clarivate Analytics Friars House, 160 Blackfriars Road London, UK SE1 8EZ  
Phone: +44-2074334789  
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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
STATION PLACE  
100 F STREET, NE  
WASHINGTON, DC 20549-2465

Office of FOIA Services

February 27, 2018

Mr. Paul D'Souza  
Clarivate Analytics  
160 Blackfriars Road  
London, UK SE18EZ

RE: Freedom of Information Act (FOIA), 5 U.S.C. § 552  
Request No. 18-02701-E

Dear Mr. D'Souza:

This letter is in response to your request, dated and received in this office on February 22, 2018, for access to Exhibit 10.1 to Form 10-Q filed on May 9, 2008 by Momenta Pharmaceuticals, Inc.

The search for responsive records has resulted in the retrieval of three (3) pages of records that may be responsive to your request. They are being provided to you with this letter.

If you have any questions, please contact me at [burrowsi@sec.gov](mailto:burrowsi@sec.gov) or (202) 551-5105. You may also contact me at [foiapa@sec.gov](mailto:foiapa@sec.gov) or (202) 551-7900. You also have the right to seek assistance from Ray J. McInerney as a FOIA Public Liaison or contact the Office of Government Information Services (OGIS) for dispute resolution services. OGIS can be reached at 1-877-684-6448 or [Archives.gov](http://Archives.gov) or via e-mail at [ogis@nara.gov](mailto:ogis@nara.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Indria Burrows", written over a horizontal line.

Indria Burrows  
FOIA Research Specialist

Enclosures

Momenta Pharmaceuticals, Inc.  
requests that the marked portions of the exhibit be granted confidential  
treatment under Rule 24b-2 of the Securities Exchange Act of 1934.

Exhibit 10.1

**AMENDMENT NO. 1 TO  
COLLABORATION AND LICENSE AGREEMENT**

**THIS AMENDMENT NO. 1 TO COLLABORATION AND LICENSE AGREEMENT** (this "Amendment") made effective as of the 25th day of April, 2008 (the "Amendment Effective Date") by and between Momenta Pharmaceuticals, Inc., a Delaware corporation ("Momenta") with a principal place of business at 675 West Kendall Street, Cambridge, MA 02142, and Sandoz AG, a Swiss corporation ("Sandoz") with a principal place of business at Lichtstraße 35, CH 4056 Basel BS, Switzerland.

**WITNESSETH:**

**WHEREAS**, Momenta and Sandoz are parties to that Collaboration and License Agreement, dated as of the 13<sup>th</sup> day of June, 2007 (the "Agreement");

**WHEREAS**, pursuant to Section 14.2 of the Agreement, the Agreement may be amended only by the written agreement of Momenta and Sandoz; and

**WHEREAS**, Momenta and Sandoz desire to amend the Agreement to reflect mutually agreed upon revised terms in accordance with the provisions of this Amendment.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Momenta and Sandoz agree as follows:

1. **Definitions.**

Capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Agreement.

2. **Amendments.**

2.1 **Sandoz' Right to Terminate FSH-Referenced Product for Convenience.** Section 11.4.1 of the Agreement is hereby amended and restated in its entirety to read:

"11.4.1. for convenience upon ninety (90) days' prior written notice to Momenta, which notice may be provided to Momenta no later than December 31, 2008; provided, however, that, this Section 11.4.1 shall only apply to the FSH-Referenced Product, not the EPO-Referenced Product;"

2.2 **Momenta's Right to Terminate FSH-Referenced Product.** Section 11.5 of the Agreement is hereby renumbered as Section 11.5.1 and all references in the Agreement to "Section 11.5" shall be amended to refer to "Section 11.5.1". The following new Section 11.5.2 shall be added to the Agreement:

"11.5.2. Momenta Termination of FSH-Referenced Product. Momenta may terminate this Agreement with respect to the FSH-Referenced Product for convenience upon ninety (90) days' prior written notice to Sandoz, which notice may be provided to Sandoz no later than December 31, 2008."

2.3 General Effects of Termination. The introductory paragraph of Section 11.7.3 of the Agreement is hereby amended and restated in its entirety to read as follows:

"11.7.3. With respect to the Glycoprotein Products, in the event of termination of this Agreement (in its entirety or with respect to a Glycoprotein Product, as applicable), except as provided in Sections 11.7.4 or 11.7.5,"

2.4 Effects of Termination for Convenience. The following new Section 11.7.5 is hereby added to the Agreement:

"11.7.5. With respect to the FSH-Referenced Product, in the event of termination of this Agreement with respect to the FSH-Referenced Product pursuant to Sections 11.4.1 or 11.5.2,

11.7.5.a. all rights and licenses granted, or obligations owed, by either Party to the other Party with respect to such terminated Product shall terminate;

11.7.5.b. each Party shall promptly return to the other Party all materials and records in its possession or control containing Confidential Information of such other Party which solely relates to such terminated Product; and

11.7.5.c. except for any payments owed to a Party as of the relevant date of termination or expiration with respect to such terminated Product, the other Party will not owe any further payments to such Party with respect to such terminated Product."

### 3. Reference to and Effect on the Agreement.

3.1 On and after the Amendment Effective Date, each reference to "this Agreement," "hereunder," "hereof," "herein," or words of like import shall mean and be a reference to the Agreement as amended hereby. No reference to this Amendment need be made in any instrument or document at any time referring to the Agreement, a reference to the Agreement in any of such instrument or document to be deemed to be a reference to the Agreement as amended hereby.

3.2 Except as expressly amended by this Amendment, the provisions of the Agreement shall remain in full force and effect.

### 4. Counterparts.

This Amendment may be executed in any number of counterparts, each such counterpart shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement. Any such counterpart may contain one or more signature pages. This Amendment may be executed by facsimile signature pages.

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be executed and delivered on the date first written above.

**SANDOZ AG**

By: /s/ A. Rummelt

Name: A. Rummelt

Title: CEO

By: /s/ C. Ackermann

Name: C. Ackermann

Title: General Counsel

**MOMENTA PHARMACEUTICALS, Inc.**

By: /s/ Craig A. Wheeler

Name: Craig A. Wheeler

Title: President & CEO