

**Michael J. Fox Foundation for Parkinson's Research
Parkinson's Disease Research Exchange**

The Michael J. Fox Foundation for Parkinson's Research (MJFF) has established knowledge consortia to facilitate the exchange of information and other materials and to foster better understanding of the causes of and pathways to treatments for Parkinson's disease ("PD"). These existing MJFF consortia include ones related to the study of the following PD topics: LRRK2, Parkin/PINK1/Mitochondria, GBA, Inflammation Biomarkers and Investigating Synuclein.

Effective January 1, 2022 (the "Effective Date"), MJFF will merge its consortium calls into an integrated consortium named the Parkinson's Disease Research Exchange. From and after the Effective Date, the Parkinson's Disease Research Exchange will be governed by the below Terms and Conditions. Prior to the Effective Date, any participant in an MJFF consortium objecting to any of these Terms and Conditions should contact MJFF at researchexchange@michaeljfox.org. Any person not agreeing to these Terms and Conditions must not participate in the Parkinson's Disease Research Exchange.

**Terms and Conditions
Governing MJFF's Parkinson's Disease Research Exchange**

- 1. Consortium Participation.** Participants in the Parkinson's Disease Research Exchange (hereafter "Consortium") may include MJFF staff, consultants, grantees, collaborators, and anyone else permitted by MJFF ("Participant(s)"). Anyone permitted by MJFF to participate in the Consortium shall have expertise or interest in PD or a PD-related field. MJFF may invite participation for purposes of a single meeting or on an unrestricted and/or indefinite basis. Each person participating in a Consortium meeting shall be a Participant for purposes of these Terms and Conditions. MJFF may prohibit participation in the Consortium at any time at its sole discretion.
- 2. Meetings.** Consortium meetings will be convened by MJFF on an approximately weekly basis, but not all meetings will be relevant to all Participants. MJFF will determine the topic(s) for each meeting. MJFF intends that all Participants should exercise good faith efforts to attend when invited to a meeting.
- 3. Participant Presentations.** When requested by MJFF, a Participant will consider and reasonably agree to present to all or part of the Consortium at a mutually agreed upon time on a PD-related topic.
- 4. Confidential Disclosures in Program Communications.** Participants may have access to scientific proposals, applications, research projects, associated research information, underlying data and tools (including biological or other tangible materials), as well as other oral, written, and/or visual disclosures from others participating in the Consortium ("Information"). Participants who receive Information ("Recipient") certify that they will maintain the confidentiality of Information, using at least reasonable care, and not disclose Information to any other third party,



THE MICHAEL J. FOX FOUNDATION
FOR PARKINSON'S RESEARCH

or use Information other than internally to advance the Participant's Parkinson's Disease scientific research, assess an MJFF Awardee's project, or as authorized in writing by the owner of the Information ("Discloser"). Such obligations include Information retained in Participants' unaided memories. Unless expressly agreed in writing by Discloser, Participants shall not use Information in publications, presentations outside the Consortium, for commercial purposes, or in any efforts to secure intellectual property rights. This does not apply with respect to Information that:

- (a) was generally known to the public prior to the effective date of this Agreement; or
- (b) becomes generally known to the public through no unlawful or unauthorized act or omission by Recipient; or
- (c) was independently developed by Recipient prior to the effective date of this Agreement; or
- (d) was disclosed to Recipient by a third party who has the right to make such disclosure.

If a Recipient is asked to produce any of the Information pursuant to a legal or governmental proceeding, Recipient shall give Discloser as much prior notice of such requirement as is reasonably practicable under the circumstances and shall use its reasonable efforts to assist Discloser in defending the Discloser's rights, including objecting to such request, obtaining confidential treatment for Information, disclosing only that portion of the Information responsive to a judicial or governmental order, and providing Discloser with copies of Information so disclosed; provided that subsections (a)-(d) do not become applicable.

5. **Termination.** Any Participant may end participation in the Consortium by providing written notice to MJFF, and MJFF may terminate any Participant's participation in the Consortium through written notice to the Participant. Any Information received by Participant as a Recipient during participation in the Consortium shall remain subject to these Terms and Conditions.

Signature: _____

Date: _____

Print Name: _____