

Fox Insight Data Use Agreement

Pursuant to this Data Use Agreement (“**Agreement**”), I, (“**Researcher**”), am requesting access to (i) phenotypic and other data collected in the Fox Insight Study from The Michael J. Fox Foundation for Parkinson’s Research (“**MJFF**”) (the “**FI Data**”), which are owned by MJFF and (ii) a limited set of de-identified individual level genetic data consisting of single nucleotide polymorphisms (SNPs) variants and summary statistics regarding genotypes or quality controls procedures (the “**Genetic Data**”), which are owned by 23andMe, Inc. (“**23andMe**”) and have been licensed to MJFF from 23andMe. 23andMe is collaborating with MJFF to provide Researcher access to such Genetic Data pursuant to the terms of this Agreement. The FI Data and the Genetic Data are collectively referred to as the “**Data**”.

1. Subject to compliance with the terms of this Agreement, MJFF hereby grants Researcher a non-exclusive, non-sublicensable, non-transferable license to access, store, use and disclose the Data exclusively for the purpose(s) set forth in the Researcher’s approved data use statement (the “**Approved Study**”), which is related to research into Parkinson’s disease and closely related disorders. The Data shall not be used for any other purpose, including for the diagnosis or treatment of human subjects. Researcher may only provide Data to personnel under Researcher’s direct supervision (the “**Personnel**”) for the Approved Study.
2. Researcher represents and warrants that he/she has the full right, power and authority to enter into this Agreement, grant the rights granted herein, and perform his/her obligations hereunder. Researcher’s performance of this Agreement is in compliance with the policies and requirements of his/her employer or other institution he/she is affiliated with, and Researcher has provided notice to and obtained any necessary consent or approval of such employer or institution.
3. Privacy. Researcher will ensure that the Data are used by Researcher or Personnel in compliance with the terms of this Agreement and all applicable laws, regulations and ethical requirements to protect the identity and privacy of human subjects from whom the Data were derived.
 - a. Identity protection. Researcher shall make no attempt to identify or attempt to contact any human subjects from whom Data have been collected or otherwise compromise or infringe the confidentiality of such subjects. Researcher shall not further disclose, duplicate, sell or otherwise transfer or make available in whole or part the Data to any individual or third party, unless authorized by MJFF.
4. Security. Researcher will maintain appropriate administrative, physical and technical safeguards to prevent use, disclosure or other processing of the Data other than as permitted by this Agreement. Researcher will report promptly (and within 48 hours) to MJFF any suspected or confirmed unauthorized use, disclosure or other processing of the Data or suspected or actual breach of the Data (“**Security Incident**”) of which he/she becomes aware. In the event of such a Security Incident, he/she shall cooperate with MJFF in a timely manner to remediate the issue and prevent any further unauthorized processing of the Data.
5. Prior to distributing or sharing Data with any third party, Researcher will require such third party to comply with this Agreement by registering with the Fox Insight data repository and executing a data use agreement. Following execution of the data use agreement, MJFF shall notify Researcher and authorize such distribution of Data to the named third party.
6. Researcher and all Personnel will comply with any rules and regulations imposed by its institution or institution’s institutional review board (IRB) or Ethics Committee, with respect to Researcher’s and Personnel’s use or disclosure of the Data. Researcher represents and warrants that he/she has obtained IRB or Ethics Committee approval for the Approved Study and all of its research uses of the Data by its Personnel in accordance with all applicable legal and institutional requirements.

7. Researcher will comply with the Fox Insight Intellectual Property (IP) Policy that states:
 - a. Rights to any non-Fox Insight IP (“**Background IP**”) that a researcher uses in analyzing or manipulating the Data, materials or results (“**Study Materials**”) may not be claimed by any other researcher or institution.
 - b. If any use of the **Data** results in any invention or any other protectable intellectual property rights (“**Inventions**”), Researcher shall promptly notify MJFF of such Invention. Researcher hereby grants to MJFF a perpetual, fully-paid up, royalty-free, worldwide, sublicensable, non-exclusive license to use Inventions for research purposes.
 - c.
 - d. Researcher has all necessary and adequate licenses, approvals, permits, assignments and consents (as applicable) to perform its obligations and provide licenses of Inventions to MJFF as contemplated under this Agreement.
8. Institution will comply with the [Fox Insight Publication Policy](#), including sending manuscripts and other publications to the Fox Insight Data and Publications Committee for administrative review prior to any publication or presentation. In an effort to support and promote work utilizing the Data, publications may be presented for display on the MJFF or Fox Insight website.
9. To promote further scholarly productivity, Researcher acknowledges the MJFF may request that he/she submit data generated from analyses of Data upon completion of the analyses. Researcher will comply with any such request and consent to any request from MJFF to incorporate the new data into the Fox Insight data repository.
10. Researcher is aware of the limitations of the Data prior to using them for scientific purposes. Data may be “unlocked” and may change.
11. Researcher acknowledges and agrees that MJFF and 23andMe shall not be responsible for the accuracy, completeness or use of any Data. Researcher assumes all liability of damages that may arise from its use, processing, storage or disposal of the Data.
12. ALL DATA ARE PROVIDED ON AN “AS IS” OR “AS AVAILABLE” BASIS. MJFF AND 23ANDME MAKE NO REPRESENTATION OR WARRANTY, OF ANY KIND EXPRESS OR IMPLIED, OR ARISING FROM A COURSE OF CONDUCT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES THAT THE USE OF THE DATA WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS.
13. MJFF reserves the right in its sole discretion to terminate this Agreement or make any changes to the Data at any time without notice. Upon request by MJFF, termination of this Agreement or completion of the Approved Study (whichever is earlier), Researcher shall promptly destroy any Data in its possession not required to be retained pursuant to applicable law or IRB. Researcher shall, within 30 days of such destruction, provide written certification to MJFF of compliance with this provision.
14. Researcher acknowledges and agrees that the Genetic Data are the sole property of 23andMe. The parties recognize the rights granted herein are subject to any ownership rights in the Data retained by persons from whom the genetic information have been obtained.
15. This Agreement may not be assigned without express written permission of MJFF. This Agreement may not be modified except in a written signed amendment by MJFF. This Agreement shall be governed by and construed in accordance with the laws of New York without reference to conflicts of laws principles.
16. Violation of this Agreement may cause termination of Researcher privileges to access Data without prejudice to any other remedies that a party may have in connection with any such violation.

Researcher understands and agrees to comply with MJFF’s policy that any results of analyses of Data meeting generally accepted standards for scientific publication should be published as rapidly as possible to advance progress toward finding the causes of and cures for Parkinson’s disease.