

## Fox Insight Genetic and/or Microbiome Data Use Agreement

Pursuant to this Data Use Agreement (“**Agreement**”), \_\_\_\_\_ [Name of Institution] (the “**Institution**”) on behalf of its researcher, \_\_\_\_\_ (“**Researcher**”), is requesting access to de-identified individual level genetic data, summary statistics regarding genotypes or quality controls procedures and/or Microbiome data (“**Data**”) which are owned by 23andMe, Inc. (“**23andMe**”) and have been licensed to The Michael J. Fox Foundation for Parkinson’s Research (“**MJFF**”) from 23andMe. 23andMe is collaborating with MJFF to provide access to Institution to such Data pursuant to the terms of this Agreement.

1. Subject to Institution’s compliance with the terms of this Agreement, MJFF hereby grants Institution 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. Institution may only provide Data to its (i) Researcher and (ii) Institution’s employees or personnel under Researcher’s direct supervision (collectively (i) and (ii), “**Institution Personnel**”) for the Approved Study.
2. Institution represents and warrants that it has the full right, power and authority to enter into this Agreement, grant the rights granted herein, and perform its obligations hereunder. Institution shall be fully responsible and liable for compliance with the terms of this Agreement by its Researcher and any other Institution Personnel.
3. Privacy. Institution will ensure that the Data is used by its Researcher and Institution 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 was derived.
  - a. Identity protection. Institution shall make no attempt to identify or attempt to contact any human subjects from whom Data has been collected or otherwise compromise or infringe the confidentiality of such subjects. Institution 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. Institution 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. Institution will report promptly (and within 48 hours) to MJFF and 23andMe 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 Institution becomes aware. In the event of such a Security Incident, Institution shall cooperate with MJFF and 23andMe 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, Institution will require such third party to comply with this Data Use Agreement by registering with the FI database and executing a copy of it. Following execution of a copy of this Data Use Agreement, MJFF shall notify Institution and authorize such distribution of Data to the named third party.
6. All Institution Personnel will comply with any rules and regulations imposed by Institution or Institution’s institutional review board (IRB) or Ethics Committee, with respect to Institution Personnel’s use or disclosure of the Data. Institution represents and warrants that the Institution has obtained IRB or Ethics Committee approval for the Approved Study and all of its research uses of the Data by its Institution’s Personnel in accordance with all applicable legal and institutional requirements.
7. Institution will comply with the Fox Insight Intellectual Property (IP) Policy and genetic data Intellectual Property (IP) Policy that states:

- a. Rights to any non-Fox Insight IP (“**Background IP**”) that a researcher uses in analyzing or manipulating Data, materials or results (“**Study Materials**”) may not be claimed by any other researcher or institution.
  - b. If Institution or its Institution Personnel’s use of the Data results in any invention or any other protectable intellectual property rights (“**Inventions**”), Institution shall promptly notify MJFF and 23andMe of such Invention. Institution hereby grants to MJFF and 23andMe a perpetual, fully-paid up, royalty-free, worldwide, sublicensable, non-exclusive license to use Inventions for research purposes. To the extent that any such Inventions at any time could prevent or restrict (in any manner) 23andMe from offering the products and services it offers during or as of the date of expiration of the Agreement, Institution hereby grants a perpetual, fully-paid up, royalty-free, worldwide, non-exclusive, sublicensable license to 23andMe to make, use, sell, offer for sale and import such Inventions, including without limitation, in connection with 23andMe’s direct-to-consumer Personal Genome Service® DNA test (or any successor product thereto) and related services, including health and ancestry interpretations of genetic information.
  - c. Institution hereby represents and warrants that Researcher and each Institution Personnel has previously assigned in writing to Institution all right, title and interest in any intellectual property resulting from Researcher or such Institution Personnel’s use of or access to the Data. Further, Institution has all necessary and adequate licenses, approvals, permits, assignments and consents (as applicable) to perform its obligations and grant the rights in Inventions to MJFF and/or 23andMe as contemplated under this Agreement.
8. Institution will comply with the [Fox Insight Publication Policy](#) (attached hereto) associated with Fox Insight, including sending manuscripts and other publications to the FI Data and Publications Committee (DPC) for administrative review prior to any publication or presentation. In an effort to support and promote work utilizing MJFF Data, publications may be presented for display on the MJFF website.
  9. To promote further scholarly productivity, Institution acknowledges the MJFF may request that Institution or its Researcher submit data generated from analyses of Data upon completion of the analyses. Institution and Researcher will comply with any such request and consent to any request from MJFF to incorporate the new data into the Fox Insight data registry.
  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. Institution and Researcher assume 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 MAKES 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 or 23andMe or termination of this Agreement, Institution shall promptly destroy any Data in its possession. Institution shall, within 30 days of such destruction, provide written certification to MJFF of compliance with this provision (and MJFF may share a copy of such written certification to 23andMe).
  14. Researcher acknowledges and agrees that all Data is the sole property of 23andMe. 23andMe shall be an intended third party beneficiary of this Agreement. The parties recognize the rights granted herein are

subject to any ownership rights in the Data retained by persons from whom the genetic and/or microbiome 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 MJFF Data without prejudice to any other remedies that a party may have in connection with any such violation.

Institution 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.

This Data Use Agreement is duly executed as of the last date listed below.

**Accepted and Agreed to:**

**Institution**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Researcher**

Name: \_\_\_\_\_  
Degree: \_\_\_\_\_  
Department: \_\_\_\_\_  
Title: \_\_\_\_\_

Sector (choose one):

*University      Research Institution      Pharma      Biotech      Government      Other*

Institutional Email address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

[Summary of proposed research and analyses.]

Brief proposal on how data will be used (2-3 sentences):