



THE MICHAEL J. FOX FOUNDATION FOR PARKINSON'S RESEARCH
CONFIDENTIAL DISCLOSURE AGREEMENT FOR THE
Understanding LRRK2 Biology Program

This Agreement covers disclosures made during work related to MJFF's Understanding LRRK2 Biology Program ("Program"). "Recipient" includes all Program Awardees and individuals working on their behalf, any MJFF consultant, meeting chair, contributor, reviewer, or assessor participating in Program grant reviews, assessments, teleconferences, workshops, and strategy meetings, and any other person designated by MJFF as a member of the "LRRK2 Consortium." The terms and conditions of this Agreement apply to Recipients of all Program pre-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 identified to Recipients as confidential during work performed in satisfaction of the Program ("INFORMATION"), except if Article II(a)-(d) apply.

I. Confidential Disclosures in Program Communications

Recipients with access to INFORMATION certify that they will maintain the confidentiality of such INFORMATION, using at least reasonable care, and not disclose it to any other third party, or use it, other than to advance Parkinson's Disease scientific research, assess an Awardee's project, or as authorized in writing by the owner of the INFORMATION ("Discloser"). Such obligations cover any INFORMATION retained in Recipients' unaided memories. Unless expressly agreed in writing by Discloser, Recipients shall not use INFORMATION in publications, presentations outside the Understanding LRRK2 Program, for commercial purposes, or in any efforts to secure intellectual property rights.

II. No Obligation

This Agreement 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 of omission by Recipient, or in violation of this Agreement or the Terms and Conditions of Award; 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 any copies of INFORMATION so disclosed; provided that subsections (a)-(d) do not become applicable.

III. Disclosure of Financial Relationships

Participants in MJFF meetings may have existing proprietary relationships with for-profit companies or corporate entities with an interest in deriving financial gain from the outcomes of medical research. Participants are required to disclose both the name of the company/entity and the nature of their relationship with it. Such disclosures are not INFORMATION under the terms of this Agreement unless Discloser identifies it as such. This information may be circulated at the meeting or in the grant review to other attendees.

Name of Company or Entity	Position or Nature of Relationship
_____	_____

I agree to the terms above and will comply with them. I certify that the statements herein are true, complete and accurate to the best of my knowledge.

Signature: _____ Date: _____

Print Name: _____