

The Michael J. Fox Foundation for Parkinson's Research
Award Terms and Conditions – XX

Principal Investigator(s): XX

The Michael J. Fox Foundation for Parkinson's Research (MJFF) is pleased to make you this award (the "Award") to support the work described in your application, "GSK-3beta based therapeutic intervention in PD." (the "Project"). In accepting this Award, you and your institution (collectively, "You" or "you") agree to the following terms and conditions in this Agreement.

1. Sources of Funds

This Award is made with the understanding that your Project currently has no additional sources of funding and does not overlap with any existing grants. You agree that you will neither solicit nor accept additional funding for this Project without prior written notice to MJFF. If there is overlap between this Award and another grant made to you by another third party, MJFF will renegotiate the budget of this Award with you (a copy of the final budget is provided with this Agreement as Appendix A) and reserves the right to provide less funding than identified in this Award or obtain a refund from you, so that funding from this Award does not overlap with another grant. If you receive additional funding for your Project without MJFF's advance written consent, MJFF reserves the rights to withhold funding and require repayment of this Award if it is not satisfied, in its reasonable discretion, that the additional funding is for incremental research activity which does not overlap with this Award or conflict with your ability to perform the Project.

2. Use of Funds

2.1 Funds awarded by MJFF are to be used solely for the Project and are conditioned on your meeting certain milestones and deliverables, which are attached at Appendix B, timely delivery of expense and progress reports and participation in MJFF sponsored meetings at which your progress will be assessed. MJFF assessments are based on review of your progress at regular intervals, determination of the quality of the scientific research performed, and its continued high relevance to Parkinson's disease ("MJFF Assessment Criteria"). In exchange, MJFF agrees to pay all direct costs for this Project, in addition to indirect costs with a limit of up to XX% of direct costs. For this Award, funds are allotted in the amount of \$XX direct costs, and \$XX, indirect costs. Any unused funds at the end of the Award period, as detailed in a final expense report, must be returned to MJFF within one month from the submission of the expense report. You shall maintain complete and accurate books, records and accounts that, in reasonable detail, fairly reflect the use of the Award. MJFF shall have the right to review and audit such books, records and accounts at a mutually convenient time upon prior written notice to you.

2.2 The Award is to be used as budgeted and reflected in the milestones. Any alterations, amendments, or changes in the specific goals or budget of the Project will require the review and pre-approval of MJFF. Examples of such alterations or amendments include (but are not limited to): transfer of a Principal Investigator ("PI") from one institution to another, adding or deleting a specific Project goal, budget reallocation, or modification of proposed workload and milestones. Please note that MJFF funds shall not be used for travel or equipment costs not approved in the budget as awarded (see Appendix A).

2.3 If you request a change to the Award, you must submit a written request for approval detailing the requested change and associated rationale in advance to a member of the MJFF research team. Failure to obtain prior approval for any changes in work timeline, milestones or budget may result in revocation of funding in whole or part. You agree that funds expended by you either not in accordance with the approved Project or prior to pre-approval of any

material change to are both (i) recoverable by, and subject to restitution by you to, MJFF and (ii) may be cause for immediate termination of funding by MJFF.

3. *Grant Timeline*

3.1 MJFF expects that your Project will be completed according to the agreed timeline attached at Appendix B. Continued funding also is contingent on demonstrated progress and satisfactory assessment by MJFF. To this end, you are required to do the following:

- (a) Provide written proof of Institutional Animal Care and Use Committee (“IACUC”) approval one month from date of award notification (XX). Payment to begin work will not be issued without IACUC approval.
- (b) Confirm in writing that all personnel (including technicians and post-doctoral fellows) have been hired by the third month of the project, or that any delay in hiring has not postponed progress on the work described. MJFF will contact awardees at the three-month mark of the Award for such confirmation. Failure to meet this requirement may result in withholding of further payment.
- (c) Participate in regularly scheduled assessment meetings and/or teleconferences. Failure to participate in these assessments and to demonstrate satisfactory progress may result in withholding of future payments.
 - (i) The first assessment will be held at the six-month mark of your Award by teleconference to review initial progress.
 - (ii) Assessment meetings will be held at the midpoint and completion of your Award; The individual awardee is required to attend both assessment meetings in person, unless otherwise informed by MJFF.
- (d) Complete progress and expense reports detailing your progress against milestones and your associated expenditures. These reports will be due before the midpoint assessment meeting and at the completion of your award. When appropriate, additional reports may be requested before other assessment meetings and teleconferences. Templates will be provided to you to facilitate this reporting. These reports will be reviewed by MJFF against the MJFF Assessment Criteria; MJFF may thereafter provide you with suggestions, critique, and feedback.
- (e) Participate openly in discussions regarding your Project with MJFF’s scientific and research staff, and advisors.

3.2 Failure to meet milestones, furnish scheduled deliverables, including any reports, satisfactorily meet MJFF Assessment Criteria or comply with this Agreement may serve as one or more bases for termination of funding by MJFF.

3.3 If at any time circumstances arise that prohibit completion of the Project on schedule, you are required to notify MJFF immediately. MJFF will consider granting ONE no-cost extension per project on a case by case basis. To apply for a no-cost extension, submit a letter detailing the request. The letter should include reasons for delays or changes, associated rationale, a timeline for continuing the work, and an expense report detailing remaining funds.

4. *Payment Schedule*

4.1 Subject to the foregoing conditions, MJFF intends to pay your Award on the following installment schedule:

	MONTH YEAR	MONTH YEAR	TOTAL
XX.			\$XX

4.2 MJFF reserves the right to change this schedule if necessary and will notify you and/or your administrator in writing in that event.

5. *Confidentiality*

5.1 MJFF treats all pre-proposals, applications, research projects, associated research information and underlying data (collectively, the “Confidential Information”) as confidential, using no less than reasonable care in protecting the Confidential Information from disclosure to third parties who do not participate in the application review and assessment processes. All Confidential Information will be used by MJFF for the purposes of reviews and assessments, and will be shared only in accordance with its Sharing Policy (see Section 7 below). Such obligations cover any information retained in the unaided memories of persons participating in reviews and assessments and may not be used without the permission of the disclosing party. Notwithstanding the foregoing, the obligations governing the disclosure and use of Confidential Information do not apply with respect to Confidential Information that:

- (a) was generally known to the public at the time of disclosure;
- (b) becomes generally known to the public through no unlawful or unauthorized act or omission, or violation of this Agreement, by any recipient of Confidential Information, ;
- (c) was independently developed by any recipient prior to disclosure; or
- (d) was disclosed to a recipient by a third party who has the right to make such disclosure.

5.2 Provided that subsections (a)-(d) above do not become applicable, if any recipient of Confidential Information is asked to produce any Confidential Information pursuant to a legal or governmental proceeding, such recipient shall give the applicant or other owner of such Confidential Information (the “Discloser”) as much prior notice of such request as is reasonably practicable under the circumstances and shall use its reasonable efforts to assist the Discloser of such Confidential Information in defending Discloser’s rights (at Discloser’s cost), including objecting to such request, obtaining confidential treatment for Confidential Information, disclosing only that portion of the Confidential Information responsive to a judicial or governmental order, and providing Discloser with any copies of Confidential Information so disclosed.

6. *Data Underlying Research Information to be Included with Progress Reports*

With each progress report, you agree to provide MJFF, in a format prescribed by it, the data underlying your research information for each milestone (the “Data”). MJFF and its grant assessors will use the Data to assess your progress toward achieving the milestones.

7. *Sharing Policy*

7.1 As MJFF is a public charity, research conducted with funds from MJFF (“Research”) must be conducted in the public interest. MJFF acknowledges that discoveries and related regulatory approvals made by researchers under its sponsorship are the property of those conducting and responsible for the Research and that unless otherwise agreed to by the parties, such researchers shall have the first opportunity to exploit the Research commercially or otherwise.

7.2 Notwithstanding the foregoing, you agree that during the term of your Award and upon request by MJFF, you will participate in certain Understanding LRRK2 Biology Program discussions conducted by MJFF involving other Parkinson’s disease researchers, and you will share research information and tools discussed with Understanding LRRK2 Biology Program participants (“Participants”). You and all other Participants will sign a Confidential Disclosure Agreement substantially similar to Appendix C of this Agreement acknowledging that Participants shall treat the information and tools shared during and after such discussions as Confidential Information, in accordance

with Section 5 of this Agreement, and use such information and tools only in accordance with this Section 7.2. Any information or tools you provide or receive as a result of your participation in Understanding LRRK2 Biology Program discussions shall be used only for the purpose of permitting Participants to advance Parkinson's disease scientific research or assess your Project. No such information or tools may be used in publications, presentations outside the Understanding LRRK2 Biology Program, for commercial purposes, or in any efforts to secure intellectual property rights, unless separately agreed to by you or the owner of such tools or information in writing.

7.3 Notwithstanding the foregoing, you also agree that MJFF:

- (a) may retain the Data and that MJFF may, 90 or more days after expiration of the Award, make the Data available to MJFF employees, consultants, grant recipients and others affiliated with MJFF through a secure medium to advance scientific discovery. This subsection shall not prohibit MJFF from making the Data available before expiration of the grant to persons executing MJFF's Confidential Disclosure Agreement for the purpose of assessing your progress toward achieving the milestones. If the Data ceases to be Confidential Information as described in subsections (a)-(d) of MJFF's Confidentiality policy, then these restrictions on dissemination shall not apply;
- (b) may, after reasonable consultation which will not be unreasonably denied, conditioned or delayed by you, publicly release a summary of findings of the research 90 or more days after expiration of the Award; and,
- (c) may make all tools or reagents (i) funded by and (ii) that result from awarded projects (collectively, the "Results") readily available to the community including MJFF for research purposes 90 or more days after expiration of the Award. You agree that you will cooperate and collaborate with MJFF and other researchers and share access to Results on fair and reasonable terms and conditions. By signing this Agreement, you and your institution are confirming that you are not aware of any requirements that would prohibit, delay, or restrict your ability to share your Results from this initiative, including requirements of third-party collaborators or companies with which you are affiliated.

Notwithstanding the 90-day periods set forth in subsections (a)-(c) above, MJFF will consider a request by you to delay the availability of Data, a summary and/or the Results in order to complete any necessary intellectual property filings.

8. *Liability*

You acknowledge that in making an award to support your application "XX," MJFF is solely a passive grantor to this Project. To the maximum extent permitted by law, you hereby agree to fully assume the risk of any liability directly or indirectly arising out of the Project and release MJFF and its directors, trustees, officers, employees, agents and consultants from all such liability. If permitted by law, such assumption of the risk shall include, at MJFF's election, assumption of its defense, and such release from liability shall include payment of any third party damages. Nothing herein shall be deemed as a waiver of the sovereign immunity of the State of XXXX.

9. *Use of MJFF Brand*

You agree to abide by the following policy regarding use of MJFF's name, logo, marks, trade dress, image, and likeness of Michael J. Fox, its founder (collectively, the "Brand"). MJFF prohibits any use of the MJFF Brand in any publicity efforts, notices, releases, statements or publications without its prior written approval. All use of the Brand including, without limitation, the name/image/likeness of Michael J. Fox shall be submitted in advance to MJFF for approval. Failure of MJFF to approve any proposed use of the Brand within five (5) business days of its receipt of

any request for approval of a proposed use shall be deemed non-approval of the proposed use. You acknowledge that these terms are reasonable precautions to protect the MJFF Brand and its goodwill, both of which are extremely valuable assets of MJFF. Any goodwill resulting from an approved use of the MJFF Brand by you shall inure solely and exclusively to MJFF.

10. *Publication*

MJFF expects that information about the Results will be published as rapidly as possible in the open scientific literature, consistent with high standards of scientific excellence and rigor.

11. *Recognition of Funder*

Any publications resulting from this Award shall include acknowledgement of the funding provided by The Michael J. Fox Foundation for Parkinson's Research. When publications result from work funded under this Award, you are required to update MJFF, even if such publications occur after the end of the Award.

12. *Animal or Human Subjects and Compliance with Law*

12.1 If your project involves the use of animals or human subjects, you must provide a letter of approval for such use from your institution's regulatory assurance body prior to the initiation of funding.

12.2 You are solely responsible for complying with any and all applicable laws relating to the Project.

13. *Miscellaneous*

13.1 This Agreement including appendices constitutes the entire agreement of the parties related to its subject matter and supersedes all prior agreements, oral or written. This Agreement may not be modified, amended or waived except by written agreement of the parties.

13.2 All notices to MJFF required or permitted by this Agreement shall be sent by email to: XX@michaeljfox.org, unless MJFF specifies a different person to you in writing.

13.3 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Accepted and agreed to by:

XX, MJFF

Date

XX, PhD

Date