

BioFIND Biospecimen Use Agreement

I request access to biospecimens collected by Fox Investigation for New Discovery of Biomarkers (BioFIND) for the purpose of scientific investigation and agree to the following terms:

1. I will receive de-identified biospecimens and will not attempt to establish the identity of, or attempt to contact any of the BioFIND subjects.
2. I will not share or use these specimens beyond the uses outlined in this agreement and my proposal for access.
3. I will require anyone on my team who utilizes these biospecimens to comply with this Biospecimen Use Agreement by signing this agreement.
4. I will accurately provide the requested information for persons who will use these biospecimens and the analyses that are planned using these biospecimens.
5. I will respond promptly and accurately to annual requests to update this information.
6. I will comply with any rules and regulations imposed by my institution and its institutional review board in requesting these biospecimens.
7. I will comply with the BioFIND Intellectual Property (IP) policy that states:
 - a. Rights to any non-BioFIND IP ("Background IP") that a researcher uses in analyzing or manipulating BioFIND data, information, biospecimens, materials or results ("Study Materials") may not be claimed by any other researcher or institution;
 - b. MJFF retains ownership of the biospecimen described in this agreement and any functional subunits thereof contained or incorporated in derivatives. Inventions and ownership of intellectual property resulting from the research will be determined by U.S. patent law. In the event of any new discovery or invention arising from use of the Repository Materials, and/or if a patent is granted for such discovery or invention, both the investigator and the institution should be willing to grant MJFF a non-exclusive fully paid up, royalty free license in and to such discovery, invention and/or patent that is sub-licensable by MJFF without charge to scientific researchers for PD research purposes only.
 - c. Researchers who publish or present analyses of Study Materials will make these analyses freely available without charge to the research community through the BioFIND website, when not prohibited by journal copyright terms and conditions.

If I seek to publish abstracts using data from BioFIND, I agree to the following:

8. I will submit all manuscripts to the BioFIND Steering Committee ***prior to submitting to a journal.*** This review will not be a scientific review, but is intended to ensure that the stipulations contained herein are correctly implemented. The Steering Committee will maintain confidentiality of the manuscript and will complete its review within two weeks. To submit abstracts, please email resources@michaelfox.org with the subject line "BioFIND Publications"
9. I will cite BioFIND as the source of data and MJFF and National Institute of Neurological Disorders and Stroke (NINDS) as the funding sources in the abstract as space allows.
10. I will upload abstracts onto the BioFIND website for users to see either as they are accepted or after they are presented.
11. I will prepare 'lay' abstracts to be posted on the BioFIND website of analyses that I am performing with BioFIND data.

If I publish manuscripts using data from BioFIND, I agree to the following:

12. On the author line of the manuscript, after the named authors, I will include the phrase “the Fox Investigation for New Discovery of Biomarkers*” and will follow all stipulations outlined in the BioFIND Publications Policy.

13. I will include language similar to the following in the methods section of my manuscripts in order to accurately acknowledge data gathering by the BioFIND personnel. Depending upon the length and focus of the article, it may be appropriate to include more or less than the example below, however, inclusion of some variation of the language shown below is mandatory.

“Data used in the preparation of this article were obtained from the Fox Investigation for New Discovery of Biomarkers databases. For up-to-date information on the study, visit www.michaeljfox.org/biofind.”

14. I will acknowledge funding from BioFIND in the support acknowledgement section of the manuscript using language similar to the following:

“BioFIND is funded by The Michael J. Fox Foundation for Parkinson’s Research and the National Institute Neurological Disorders and Stroke. “

15. I will submit all manuscripts to the BioFIND Steering Committee prior to submitting to a journal. This review will not be a scientific review, but is intended to ensure that items above are correctly implemented. The Steering Committee will maintain confidentiality of the manuscript and will complete its review within one week. To submit manuscripts, please email resources@michaeljfox.org with the subject line “BioFIND Publications”

16. I will submit data generated from analyses of BioFIND biospecimens to the BioFIND Biospecimen Review Committee (BRC) upon completion of my analyses. I understand that the BRC may choose to incorporate the raw data into the BioFIND database.

17. I will ensure that Investigators who utilize BioFIND biospecimens use appropriate administrative, physical and technical safeguards to prevent use of the biospecimens other than as provided for by this Agreement and outlined in the application protocol.

18. I will report any use or disclosure of the biospecimens not provided for by this Agreement of which I become aware within 15 days of becoming aware of such use or disclosure.

IMPORTANT NOTE: It is the policy of BioFIND to make data available to investigators as quickly as possible. These data are not locked and therefore may change. I am aware of the limitations of these data prior to using them for scientific purposes and that future results may change as additional data become available.

Finally, because "preliminary data" will be posted on the data base, in the event that I download data from the BioFIND data base for the purposes of analysis and future publication in the form of abstracts and/or publications, I will note the version of the data I download within the publication

I understand that failure to abide by these guidelines may result in termination of my privileges to access BioFIND data and request BioFIND biospecimens