



**Funding Opportunity For  
Innovative Translational Research  
on Concussion and Comorbid Conditions**

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**PARTICIPATION AGREEMENT**

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This **PARTICIPATION AGREEMENT** (this “Agreement”) is entered into and is effective as of \_\_\_\_\_ (the “Effective Date”) by and among the National Football League, a New York unincorporated association with offices at 345 Park Avenue, New York, NY 10154 (the “NFL” or “Sponsor”), on the one hand, and the entity signing below (the “Investigative Team”) and each of the individual(s) signing below (each, a “Participant” and, collectively, the “Participants”), on the other hand.

**WHEREAS**, the NFL is inviting investigate teams to submit research proposals for the opportunity to receive funding for innovative translational research on concussion and associated comorbid conditions including chronic traumatic encephalopathy (CTE) (the “Funding Opportunity”), pursuant to the terms and conditions set forth herein; and

**WHEREAS**, the Investigative Team and the Participant(s) desire to participate in the Funding Opportunity in accordance with such terms and conditions.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

**I. OFFICIAL RULES:**

The Investigative Team and the Participant(s) agree to be bound by the Official Rules (the “Official Rules”), which may be found at the following website: [www.playsmartplaysafe.com/SABfunding](http://www.playsmartplaysafe.com/SABfunding). In the event of any direct and irreconcilable conflict between the Official Rules and this Agreement, this Agreement shall govern (solely for purposes of reconciling that conflict).

**II. SPONSORS:**

The Funding Opportunity is sponsored by Sponsor. Certain rights and obligations may be granted to or provided by the following entities: the NFL’s Scientific Advisory Board (“SAB”), the NFL’s 32 professional member clubs (the “Member Clubs”), the National Football League Foundation, Football Research, Inc., NFL Ventures, L.P. and any of their respective direct or indirect subsidiaries, affiliates, employees, consultants or agents (defined collectively, with Sponsor, as “Sponsor Parties”).

**III. COMPETITION RULES AND DISQUALIFICATION DECISIONS:**

A. Compliance with Official Rules: In connection with the submission of a proposal by the Investigative Team, including but not limited to the Pre-Proposal, the Formal Proposal, the

Oral Presentation (each as defined in the Official Rules) and any and all other documents or presentations submitted, requested or required by Sponsor or any other Sponsor Party in connection with the Funding Opportunity (collectively, the “Submission”), Investigative Team and the Participant(s) agree:

1. To adhere to the terms of the Official Rules, this Agreement and any additional rules that may later be implemented by the NFL;
2. That all portions of the Submission shall not include, depict or refer to, any crude, vulgar, obscene, sexually explicit, disparaging; discriminatory, offensive, illegal or otherwise unsuitable language, activity or other content (all as determined by the Sponsor Parties in their sole discretion);
3. Not to disparage or otherwise refer negatively to the Sponsor Parties, the Funding Opportunity, or any other person or entity (all as determined by the Sponsor Parties in their sole discretion); and
4. Not to violate any law or any third party’s rights (including privacy, personality and intellectual property rights).

B. Related Party and Third-Party Rights and Relationships: Each of the Investigative Team and each Participant:

1. Represents and warrants that participation in the Funding Opportunity does not violate any policy set by any company or institution to which it, he or she, as applicable, belongs or is affiliated with;
2. Represents and warrants that the Submission does not infringe on any intellectual property or other rights owned, licensed or otherwise controlled by any company or institution to which it, he or she, as applicable belongs or is affiliated with;
3. Agrees that any company or institution to which an Investigative Team or any Participant belongs or is affiliated with will not require more than ten percent (10%) of any Award (as defined in the Official Rules) to be allocated for indirect costs (e.g., overhead costs) of such company or institution;
4. Agrees not to violate any other agreements to which the Investigative Team and/or Participant(s) are a party;

C. A Submission may be disqualified if the Sponsor Parties have reason to believe, in their sole discretion, that such Submission does not comply with the foregoing rules or any applicable law, statute, ordinance, rule or regulation.

D. The Investigative Team and/or any Participant(s) may be disqualified for any of the following actions, with or without warning (as determined by the Sponsor Parties’ sole discretion): (1) verbal abuse of another participant or Sponsor Party staff; (2) inappropriate touching or harming of another participant or Sponsor Party staff; (3) violation or non-compliance with any provision of this Agreement, the Official Rules or any other agreement entered into in connection with the Funding Opportunity; (4) violating the spirit of the Funding Opportunity; or (5) actions or omissions (or attempts of such actions or omissions) that compromise the integrity or the legitimate operation of the Funding Opportunity. Additionally, the Sponsor Parties may prohibit any Participant from participating in the Funding Opportunity if such

Participant shows a disregard for this Agreement; acts with an intent to annoy, abuse, threaten, or harass any other participant, the Sponsor Parties; or behaves in any other disruptive manner (as determined by the Sponsor Parties in their sole discretion).

- E. If during the Oral Presentation, any Sponsor Party staff has reason to believe that a Participant's health is in danger, such Participant may be required to discontinue his or her participation in the Oral Presentation and asked to seek immediate medical assistance. Such Participant's teammates, if any, may continue participating in the Oral Presentation if they so choose.
- F. All disqualification and prohibition of participation decisions are final and not subject to appeal.

#### **IV. PERSONAL INFORMATION & PRIVACY:**

Participant acknowledges and agrees that Participant's name and contact information shall be collected upon registration for the Funding Opportunity. Sponsor may use or disclose this information (A) to its affiliates (including without limitation the other Sponsor Parties); (B) as may be required to conduct and manage the Funding Opportunity, including to confirm the eligibility of Participant and communicate with Participant regarding an invitation to participate in the Funding Opportunity; (C) to contact Participant via email for marketing purposes in connection with future events and other services that may be of interest to Participant; and (D) to exercise any Sponsor Party's rights under this Agreement (including without limitation the rights set forth in the below paragraph) or the Official Rules, including any further contact of the Participant in connection with any commercial use of the subject of the Presentation. A Participant may remove his or her name at any time from an applicable email list by following the applicable links and directions contained within the email. Each Participant shall be required to present a valid, government issued photo ID to confirm registration and eligibility for the Funding Opportunity (and for admittance to the site of the Oral Presentation), and hereby consents, for admittance to the site of the Oral Presentation, to a reasonable search of Participant's belongings as reasonably necessary to maintain a safe and secure environment.

BY PARTICIPATING IN THE FUNDING OPPORTUNITY, EACH PARTICIPANT AND INVESTIGATIVE TEAM HEREBY GRANTS THE SPONSOR PARTIES THE UNLIMITED RIGHT THROUGHOUT THE WORLD TO USE, RECORD AND/OR DOCUMENT HIS, HER OR ITS NAME, PHOTO, VOICE, LIKENESS, STATEMENTS ATTRIBUTED TO PARTICIPANT OR INVESTIGATIVE TEAM, BIOGRAPHICAL, PROFESSIONAL AND OTHER RELATED INFORMATION IN CONNECTION WITH ANY INTERNAL OR EXTERNAL MARKETING AND/OR PROMOTIONAL ACTIVITIES OF THE SPONSOR PARTIES OR ANY OTHER BUSINESS PURPOSE, WITHOUT COMPENSATION OF ANY KIND TO PARTICIPANT. Each Participant and Investigative Team understands that the foregoing may be broadcast, displayed, reproduced, stored, edited, exhibited, used and distributed by the Sponsor Parties over the Internet and/or any other communication medium now existing or hereafter created, for promotional, revenue-producing and/or any other purpose as the Sponsor Parties determine in their sole and absolute discretion.

Except as contemplated above, the Sponsor Parties shall not sell, rent or provide any personal information of a Participant to a third party for commercial or marketing purposes.

#### **V. CONFIDENTIALITY:**

The Investigative Teams and each Participant agree that they shall (A) use all information received from the Sponsor Parties or their respective affiliates, employees, consultants or agents that is not generally available to the public ("Confidential Information") solely for the limited purpose of creating the

Investigative Team's Submission and not for any other purpose, and (B) keep the Confidential Information strictly confidential and not provide or communicate the Confidential Information (or any part thereof) to any other person or entity without the prior written consent of the relevant Sponsor. Upon either Sponsor's request or upon completion of the Funding Opportunity, the Investigative Team and each Participant shall promptly return the Confidential Information (and all copies, extracts or other reproductions made thereof) to Sponsor or destroy such Confidential Information (at Sponsor's option).

## **VI. INTELLECTUAL PROPERTY:**

- A. Ownership: All intellectual and industrial property rights, including, without limitation, any patents, trade secrets, know-how, copyrights or trademarks (collectively, "Intellectual Property Rights") belonging to a party prior to the execution of this Agreement shall remain vested in that party. Any Intellectual Property Rights created or otherwise developed by Participant or Investigative Team during the course of the Funding Opportunity shall vest in Participant or Investigative Team, as applicable. Any Intellectual Property Rights created or otherwise developed by the Sponsor Parties during the course of the Funding Opportunity shall vest in the Sponsor Parties. The Investigative Team and each Participant represent and warrant that the ideas, products and services discussed in the Submissions are and shall be the original work of and solely owned by Investigative Team, or, if a part of those ideas, products and services are not original to or solely owned by Investigative Team, then Investigative Team and each Participant have all necessary rights and licenses from any third party in order to incorporate such part into the research, ideas, products and services discussed in the Proposal and as otherwise contemplated under this Agreement. Further, the Investigative Team and each Participant represent and warrant that neither the Submissions, nor any research, ideas, products or services discussed in the Submissions, infringe or misappropriate any Intellectual Property Rights.
- B. Warranties: By submitting a Submission, the Investigative Team and each Participant represent and warrant that all information entered on the Submission is true and complete to the best of Participant's knowledge, that the Investigative Team has the right and authority to submit the Submission on its own behalf or on behalf of the persons and entities specified within the Submission, and that the Submission (both the information and materials submitted in the Submission and the underlying technology/method/idea/treatment protocol/solution described in the Submission): (a) is the Investigative Team's own original work, or is submitted by permission with full and proper credit given within the Submission; (b) does not contain confidential information or trade secrets (whether the Investigative Team's, any Participant's or anyone else's); (c) does not violate or infringe upon the patent rights, industrial design rights, copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (d) does not contain malicious code, such as viruses, malware, time bombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information; (e) does not and will not violate any applicable law, statute, ordinance, rule or regulation; and (f) does not trigger any reporting or royalty or other obligation to any third party.
- C. Other Businesses and Funding Recipients: The Investigative Team and each Participant acknowledge that the Sponsor Parties' consideration of a Submissions is not an admission by the Sponsor Parties of the novelty, propriety, originality or value of such Submissions, or the research, ideas, products or services discussed in such Submission. Participant and Investigative Team further acknowledge that the Sponsor Parties may be creating, have previously created or may in the future independently create, or already may have received or in the future may receive from another third party, products, projects, ideas, designs and other

materials that are substantially similar, identical, or otherwise related to the research, ideas, products or services discussed in a Submission, which the Sponsor Parties may use for any purpose without any liability or compensation to Investigative Team or Participant. The Investigative Team and each Participant further acknowledge that due to the nature of the Funding Opportunity, there is a possibility that similar proposals may be submitted by multiple Investigative Teams. Any similarity between proposals shall in no way entitle the Investigative Team or Participants to any consideration or compensation from any Sponsor Parties, including in the event a proposal similar or identical to the Investigative Team's is selected to receive funding from the Sponsor Parties. By entering into this Agreement, each of the Investigative Team and the Participants specifically acknowledges this possibility and agrees to the terms stated herein. The Sponsor Parties are under no obligation of any kind to Participant or Investigative Team unless such obligations are undertaken by the Sponsor Parties pursuant to a written agreement fully executed by Participant, Investigative Team, and the Sponsor Parties, as applicable. For clarity, nothing in this Agreement restricts the Sponsor Parties from using, disclosing, publishing or otherwise exploiting any ideas, suggestions or feedback provided by a Participant during the Funding Opportunity for any legitimate business purpose, in accordance with this Agreement. If a Sponsor Party is interested in licensing or acquiring any Intellectual Property Rights or other interests in the research, ideas, products or services discussed in the Proposal, the Investigative Team and the Participants may, in its or their discretion, negotiate in good faith with the Sponsor Party to provide such license or other interest (individually and together with other contributors, as applicable), including by complying with Section VII below. Except pursuant to a separate written agreement with the Sponsor Parties, neither Investigative Team nor any Participant may use any trademark, brand, logo or other corporate identifier of the Sponsor Parties or any of their related entities for any purpose whatsoever without the prior written consent of the Sponsor Parties in each instance.

## **VII. ADDITIONAL TERMS:**

- A. Force Majeure. The failure of the Sponsor Parties to comply with any provision of this Agreement due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Sponsor Parties (excepting compliance with applicable codes and regulations), or other "force majeure" event shall not be considered a breach of this Agreement. The Sponsor Parties assume no responsibility for any injury or damage to an Investigative Team's or any Participant's property or any other person's property in connection with the Funding Opportunity. The Sponsor Parties are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of information; for errors in any promotional or marketing materials or in this Agreement; for any human or electronic error; or for Submissions that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. The Sponsor Parties reserve the right to cancel, modify, or suspend the Funding Opportunity or any element thereof (including, without limitation, this Agreement) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in this Agreement).
- B. DISCLAIMER AND INDEMNITY: THE SPONSOR PARTIES SHALL NOT BE LIABLE TO THE INVESTIGATIVE TEAM OR ANY PARTICIPANT FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE COMPETITION OR THIS AGREEMENT. THE INVESTIGATIVE TEAM AND EACH PARTICIPANT HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR PARTIES AND THEIR EMPLOYEES, OFFICERS, AFFILIATES, RELATED PARTIES, REPRESENTATIVES, AGENTS, PARTNERS,

JUDGES AND ADVERTISING AND PROMOTIONAL AGENCIES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTIONS, LIABILITY OR LOSSES OF ANY KIND (INCLUDING ACTUAL LEGAL FEES AND EXPENSES), KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE ARISING FROM OR RELATED TO: (1) HIS, HER, OR ITS FAILURE TO COMPLY WITH ANY OF TERMS OF THIS AGREEMENT OR OTHER APPLICABLE RULES; (2) ANY MISREPRESENTATION HE, SHE OR IT MAKES TO THE SPONSOR PARTIES UNDER THIS AGREEMENT OR OTHERWISE; (3) HIS, HER OR ITS PARTICIPATION IN THE FUNDING OPPORTUNITY; (4) HIS, HER OR ITS RECEIPT, USE OR REDEMPTION OF ANY FUNDING, OR THE INABILITY TO RECEIVE, USE OR REDEEM ANY FUNDING AND (5) A CLAIM BY A THIRD PARTY THAT THE PROPOSALS, OR ANY RESEARCH, IDEAS, SERVICES OR PRODUCTS DISCUSSED IN THE PROPOSAL, OR ANY OTHER MATERIALS OF ANY NATURE FURNISHED BY HIM, HER OR IT, INFRINGES (WHETHER DIRECTLY, CONTRIBUTORILY, OR OTHERWISE), MISAPPROPRIATES OR VIOLATES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

- C. Relationship of the Parties: The Investigative Team and each Participant acknowledge and agree that unless the Sponsor Parties, on the one hand, and Investigative Team or Participant, on the other hand, conclude a separate, executed agreement regarding the commercial discussions pursuant to this Agreement, any comments or statements (whether written or oral) by the Sponsor Parties or any third party regarding potential commercial discussions shall not be binding nor commit the Sponsor Parties in any way whatsoever to any form of commercial input in or with Investigative Team or any Participant beyond the Funding Opportunity. The parties shall negotiate the terms of any separate agreement in good faith and each party shall ensure that those involved in such negotiations on its behalf are sufficiently authorized to do so. Therefore, it is understood that neither party intends to create any agency, joint venture or partnership relationship by this Agreement or out of the Funding Opportunity. This Agreement solely relates to the Investigative Team's and each Participant's participation in the Funding Opportunity, and is not a transfer of rights or intended to create any licensing or other relationship between the parties.
- D. Whole Agreement; Waiver. This Agreement (together with all other applicable rules and documents to be entered into pursuant to it) sets out the entire agreement and understanding between the parties, and supersedes all proposals and prior agreements, arrangements and understandings between the parties, relating to Investigative Team's and Participant's participation in the Funding Opportunity. INVESTIGATIVE TEAM AND EACH PARTICIPANT ACKNOWLEDGE THAT THEY HAVE NOT RELIED ON ANY REPRESENTATION, WARRANTY, COLLATERAL CONTRACT OR OTHER ASSURANCE OR STATEMENT (WHETHER WRITTEN OR ORAL) (EXCEPT THOSE SET OUT IN THIS AGREEMENT) MADE BY OR ON BEHALF OF THE SPONSOR PARTIES OR ANY OTHER PARTY. Investigative Team and each Participant waive all rights and remedies which, but for this section, might otherwise be available to them in respect of any such representation, warranty, collateral contract or other assurance. Failure by either the Sponsor Parties to enforce any provision of this Agreement will not constitute a waiver of the Sponsor Parties' right to enforce that provision.
- E. Lost Items. Any property of Participant may be removed from the Funding Opportunity site within one day after the completion of the Funding Opportunity and Participant shall be liable for any storage charges and all risk, including loss, damage and theft of such property, until the removal of the property from the site of the Funding Opportunity by Participant. The Sponsor

Parties have no liability for any loss, damage or theft of any property of Participant, and Participant hereby releases the Sponsor Parties from any such liability.

- F. Governing Law and Jurisdiction. This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by and will be interpreted in accordance with the laws of the State of New York without giving any effect to any contrary choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction), and each party hereby irrevocably and unconditionally (1) submits to the exclusive jurisdiction of the appropriate federal or state court located in the State of New York, New York County, and any appellate court thereof; and (2) agrees that all claims shall be heard and determined in such court.
- G. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by fax (or other commonly-used electronic means (e.g., emailed PDF)) shall be effective as delivery of a manually executed counterpart of this Agreement.
- H. Joint Liability. Investigative Team and each Participant and are jointly liable for all obligations and liabilities of Investigative Team and Participants under this Agreement.
- I. Severability; Survival: Should any provision of this Agreement be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. The indemnities and warranties set forth in this Agreement will survive any termination or expiration of this Agreement.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

**AGREED TO BY:**

**INVESTIGATIVE TEAM:** \_\_\_\_\_

By: \_\_\_\_\_

Printed Name:
E-mail:
Physical Address:

**PARTICIPANT 1:**

**PARTICIPANT 2:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name:	Printed Name:
E-mail:	E-mail:
Physical Address:	Physical Address: