UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 8, 2023

NEUROCRINE BIOSCIENCES, INC.

(Exact name of Registrant as Specified in Its Charter)

Delaware	**0-22705**	**33-0525145**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)
12780 El Camino Real, San Diego, California		**92130**
(Address of Principal Executive Offices)		(Zip Code)

(858) 617-7600
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	**Trading Symbol**	**Name of each exchange on which registered**
Common Stock, $0.001 par value	NBIX	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).
Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01. Entry into a Material Definitive Agreement.

Collaboration and License Agreement

On January 8, 2023 (the "Agreement Date"), Neurocrine Biosciences, Inc. (the "Company") entered into a Collaboration and License Agreement (the "Collaboration Agreement") with Voyager Therapeutics, Inc. ("Voyager") for the research, development, manufacture and commercialization of gene therapy products directed to the gene that encodes glucosylceramidase beta 1 ("GBA1") for the treatment of Parkinson's disease and other diseases associated with GBA1 (the "GBA1 Program") and three new programs focused on the research, development, manufacture and commercialization of gene therapies designed to address central nervous system diseases or conditions associated with rare genetic targets (the "New Discovery Programs" and, collectively with the GBA1 Program, the "Programs").

Collaboration and License. Under the Collaboration Agreement, upon the expiration or termination of applicable waiting periods and the receipt of any required approvals or clearances under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (such date, the "Effective Date" and such clearance, "Antitrust Clearance"), the Company and Voyager have agreed to collaborate on the conduct of the Programs. Under the terms of the Collaboration Agreement, subject to the rights retained by Voyager thereunder, Voyager has also agreed to grant the Company, as of the Effective Date, an exclusive, royalty-bearing, sublicensable, worldwide license, under certain of Voyager's intellectual property rights, to research, develop, manufacture and commercialize gene therapy products (the "New Collaboration Products") arising under the Programs.

Pursuant to mutually-agreed development plans, and as overseen by the joint steering committee that oversees the Company's ongoing collaboration with Voyager, Voyager is responsible for identifying capsids meeting target criteria and producing development candidates and conducting other non-clinical activities regarding the New Collaboration Products. The Company has agreed to be responsible for all costs incurred by Voyager in conducting non-clinical development activities for each Program, in accordance with an agreed budget. If Voyager breaches its development responsibilities or, in certain circumstances, upon a change of control of Voyager, the Company has the right, but not the obligation, to assume the conduct of Voyager's activities under such Program.

Voyager has the option (a "Co-Co Option") to co-develop and co-commercialize New Collaboration Products in the GBA1 Program in the U.S. upon Voyager's receipt of topline data from the first Phase 1 clinical trial for a product candidate being developed pursuant to the GBA1 Program. Should Voyager elect to exercise its Co-Co Option, the Company and Voyager agree to enter into a cost- and profit-sharing arrangement (a "Co-Co Agreement"), whereby the Company and Voyager agree to jointly develop and commercialize New Collaboration Products in the GBA1 Program ("Co-Co Products") in the U.S. and share equally in the GBA1 Program's costs, profits and losses in the U.S., with each party entitled to or responsible for 50% of profits and losses with respect to each Co-Co Product in the United States, subject to specified exceptions. In the event Voyager exercises its Co-Co Option, the parties have also agreed that the Company is entitled to receive (in addition to its 50% share of profits) 50% of Voyager's share of profits until Voyager's obligation to repay fifty percent (50%) of all development costs incurred by the Company in connection with the GBA1 Program prior to such exercise have been paid off out of such 50% of Voyager's share of profits.

Financial Terms. Under the terms of the Collaboration Agreement, the Company has agreed to pay Voyager an upfront cash payment of approximately $136.0 million. The Collaboration Agreement provides for aggregate development milestone payments from the Company to Voyager for New Collaboration Products under (i) the GBA1 Program of up to $985.0 million; and (ii) each of the three New Discovery Programs of up to $175.0 million for each New Discovery Program. Voyager may be entitled to receive aggregate commercial milestone payments for up to two New Collaboration Products under the GBA1 Program of up to $950.0 million per New Collaboration Product and for one New Collaboration Product under each New Discovery Program of up to $275.0 million.

The Company has also agreed to pay Voyager tiered royalties, based on future net sales of the New Collaboration Products. Such royalty percentages, for net sales in and outside the United States, range from (i) for the GBA1 Program, the low double-digits to twenty and the high single-digits to mid-teens, respectively, and (ii) for each New Discovery Program, high single-digits to mid-teens and mid-single digits to low double-digits, respectively. On a country-by-country and Program-by-Program basis, the parties have agreed royalty payments would commence on the first commercial sale of a New Collaboration Product in such country and terminate upon the latest of (i) the expiration, invalidation or the abandonment of the last patent covering the composition of the New Collaboration Product or its approved method of use in such country, (ii) 10 years from the first commercial sale of the New Collaboration Product in such country and (iii) the expiration of regulatory exclusivity in such country (the "Royalty Term").

Termination. Unless earlier terminated, the Collaboration Agreement expires on the later of (i) the expiration of the last to expire Royalty Term with respect to all New Collaboration Products worldwide or (ii) the expiration or termination of any Co-Co Agreement. The Company may terminate the Collaboration Agreement in its entirety or on a Program-by-Program and/or country-by-country basis by providing at least (i) 180-day advance notice if such notice is provided prior to the first commercial sale of any New Collaboration Product to which the termination applies or (ii) one-year advance notice if such notice is provided after the first commercial sale of any product to which the termination applies. The Company may terminate the Collaboration Agreement with respect to a given New Collaboration Product by providing written notice of termination to Voyager within thirty (30) days after complete readout of any clinical trial if the results of such clinical trial fail to meet the pre-specified primary endpoint(s) set forth in the applicable protocol or if there is a safety finding during the clinical trial relating to such New Collaboration Product that either (i) is substantially irreversible or not monitorable in patients or (ii) results in the Company's decision to designate such New Collaboration Product as a terminated product under the Collaboration Agreement.

Voyager may terminate (i) the Collaboration Agreement, subject to specified conditions, if the Company fails to make the equity purchase described in greater detail below or (ii) the Collaboration Agreement with respect to a particular Voyager patent right if the Company challenges the validity or enforceability of such Voyager patent right. Subject to a cure period, either party may terminate the Collaboration Agreement in the event of a material breach in whole or in part, subject to specified conditions. Either party may also terminate the Collaboration Agreement if specified regulatory agencies seek to enjoin the transaction or if the parties are unable to obtain Antitrust Clearance within twelve months of the applicable antitrust filings.

The foregoing description of the terms of the Collaboration Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Collaboration Agreement, a copy of which will be filed with the Securities and Exchange Commission as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2022.

Stock Purchase Agreement

In connection with the execution of the Collaboration Agreement, the Company and Voyager also entered into a stock purchase agreement on the Agreement Date (the "2023 Stock Purchase Agreement") for the sale and issuance of 4,395,588 shares of common stock (the "Shares") to the Company at a price of $8.88 per share, for an aggregate purchase price of approximately $39.0 million. The consummation of the transactions contemplated by the 2023 Stock Purchase Agreement is subject to the parties' obtaining Antitrust Clearance, the Collaboration Agreement and Amended and Restated Investor Agreement (as defined below) remaining in full force and effect, and the satisfaction or waiver of other customary closing conditions.

The foregoing description of the terms of the 2023 Stock Purchase Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the 2023 Stock Purchase Agreement, a copy of which will be filed with the Securities and Exchange Commission as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2022.

Amended and Restated Investor Agreement

In connection with the execution of the Collaboration Agreement, the Company and Voyager also amended and restated their existing investor agreement on the Agreement Date (the "Amended and Restated Investor Agreement") providing for standstill and lock-up restrictions and a voting agreement with respect to shares of Voyager owned by the Company, that are substantially consistent with those contained in the parties' existing investor agreement. The Amended and Restated Investor Agreement also provides for Voyager to cause Jude Onyia, Ph.D., Chief Scientific Officer of the Company, to be appointed to Voyager's board of directors as of the Closing Date, and to cause Dr. Onyia, or another individual designated by the Company, to be nominated for election to Voyager's board of directors when Dr. Onyia's initial term is scheduled to expire. These obligations are subject to specified conditions and shall terminate upon the earliest of (i) the Company holding less than 10% of Voyager's outstanding common stock; (ii) a change of control of the Company or Voyager; (iii) a liquidation or dissolution of Voyager; and (iv) the date that is ten years from the closing date of the 2023 Stock Purchase Agreement.

Each of the standstill restrictions, the lock-up restrictions, and the voting agreement terminate upon the earliest to occur of: (i) the date that is the third anniversary of the Effective Date and (ii) a liquidation or dissolution of Voyager. The standstill restrictions and lock-up restrictions also terminate upon the deregistration of Voyager's common stock, if earlier. The lock-up restrictions and voting agreement also terminate on a change in control of Voyager or the date on which the Company and its affiliates beneficially own less than three percent of the common stock of Voyager on an outstanding basis. The standstill restrictions and voting agreement also terminate upon the later of (x) the expiration or termination of the Collaboration and License Agreement between the parties dated January 28, 2019, as amended from time to time, and (y) the expiration or termination of the Collaboration Agreement.

The foregoing description of the terms of the Amended and Restated Investor Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Amended and Restated Investor Agreement, a copy of which will be filed with the Securities and Exchange Commission as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 2022.

Forward-Looking Statements

This Current Report on Form 8-K contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These statements relate to future events and involve known and unknown risks, uncertainties and other factors which may cause the Company's actual results, performance or achievements to be materially different from any future results, performances or achievements expressed or implied by the forward-looking statements. In some cases, you can identify forward-looking statements by terms such as "may", "will", "should", "could", "would", "expects", "plans", "anticipates", "believes", "estimates", "projects", "predicts", "potential" and similar expressions intended to identify forward-looking statements. These statements include, but are not limited to, statements related to the potential benefits of the collaboration with Voyager, the total potential deal value of the collaboration and the ability to obtain Antitrust Clearance. These statements reflect the Company's current views with respect to future events and are based on assumptions and subject to risks and uncertainties. Given these uncertainties, you should not place undue reliance on these forward-looking statements. Except as required by law, the Company assumes no obligation to update any forward-looking statements contained herein to reflect any change in expectations, even as new information becomes available.

Item 9.01. Financial Statements and Exhibits.

Exhibit	Description
99.1	Joint Press Release of Neurocrine Biosciences, Inc. and Voyager Therapeutics, Inc. dated January 9, 2023
104	Cover Page Interactive Data File

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

NEUROCRINE BIOSCIENCES, INC.

Dated: January 9, 2023

/s/ Darin M. Lippoldt

Darin M. Lippoldt
Chief Legal Officer

Exhibit 99.1

Neurocrine Biosciences and Voyager Therapeutics Enter Strategic Collaboration for Development and Commercialization of Voyager's GBA1 Program and Other Next-Generation Gene Therapies for Neurological Diseases

- Voyager to receive up-front consideration of $175 million including a $39 million equity investment, up to $1.5 billion in potential development milestones, additional potential commercial milestones, tiered royalties on net sales, program funding, and an option to elect 50/50 cost- and profit-sharing in the U.S. for the GBA1 program following Phase 1 readout -

- Neurocrine to receive worldwide rights to Voyager's GBA1 gene therapy program for Parkinson's disease and other GBA1-mediated diseases and three gene therapy programs directed to rare CNS targets, each enabled by Voyager's next-generation TRACER™ capsids, as well as additional equity in Voyager -

- Jude Onyia, Ph.D., Chief Scientific Officer at Neurocrine Biosciences, will join Voyager's Board of Directors -

- Voyager to host a conference call today; details below -

SAN DIEGO and CAMBRIDGE, Mass., January 9, 2023 – Neurocrine Biosciences, Inc. (NASDAQ: NBIX) and Voyager Therapeutics, Inc. (Nasdaq: VYGR) today announced the formation of a new strategic collaboration to advance multiple gene therapies for the treatment of neurological diseases. The collaboration includes Voyager's preclinical, intravenously administered GBA1 gene therapy program for Parkinson's disease and other GBA1-mediated diseases, which combines a GBA1 gene replacement payload with novel capsids from Voyager's TRACER™ (Tropism Redirection of AAV by Cell-type-specific Expression of RNA) platform. In addition, Neurocrine Biosciences and Voyager have agreed to collaborate on three new gene therapy programs directed to rare CNS targets, each also leveraging Voyager's novel TRACER capsids. The collaboration builds upon the long-standing strategic partnership between Neurocrine Biosciences and Voyager and continues to combine Voyager's expertise in novel capsid discovery, payload design, and neuropharmacology with Neurocrine Biosciences' expertise in neuroscience and the clinical and commercial development of therapies for patients suffering from serious neurological diseases.

Voyager will host a company conference call and webcast to discuss the collaboration. Full webcast details are provided below.

"This new collaboration with Voyager encompassing GBA1-mediated diseases such as Parkinson's disease and Gaucher's disease complements our existing collaboration around Friedreich's Ataxia and other CNS targets, establishing the foundation for a strong franchise of next-generation gene therapies utilizing Voyager's TRACER capsids to treat serious neurological diseases," said Jude Onyia, Ph.D., Chief Scientific Officer of Neurocrine Biosciences. "We believe GBA1 gene therapy has the potential to play a transformational role in the future treatment of Parkinson's disease and other serious neurological diseases."

"This collaboration illustrates the value-creation opportunity presented by combining Voyager's novel TRACER capsid platform with our deep knowledge of neuropharmacology and payloads to advance next-generation gene therapies for CNS diseases," said Alfred W. Sandrock, Jr., M.D., Ph.D., Chief Executive Officer of Voyager. "We look forward to expanding our engagement with Neurocrine Biosciences, with whom we already enjoy a strong relationship. We anticipate that the opportunities enabled by this collaboration will allow us to continue to invest in our platform and pipeline programs, as well as to advance cutting-edge research initiatives."

Collaboration Details and Financial Terms

Under the terms of the agreement, Neurocrine Biosciences has agreed to pay Voyager $175 million up front, of which Neurocrine Biosciences has agreed to pay approximately $136 million in cash and to purchase approximately $39 million of newly issued equity in Voyager at a price of $8.88 per share, which represents a 50% premium to the average daily volume-weighted average price of Voyager's stock over the 30 trading days prior to the execution of the transaction. In addition, Neurocrine Biosciences has agreed to fund all costs incurred under the collaboration, subject to the cost- and profit-sharing option terms below.

Regarding the GBA1 gene therapy program, Neurocrine Biosciences has agreed to fund development through the completion of a first Phase 1 trial. Following the data readout from such trial, Voyager has the right, but not the obligation, to elect to co-develop and co-commercialize the GBA1 program with Neurocrine Biosciences in the U.S. under a 50/50 cost- and profit-sharing arrangement in lieu of receiving further U.S. milestone-based payments and royalties or alternatively be eligible for U.S.-based development, regulatory, and commercial milestone payments and tiered royalties, with Neurocrine Biosciences maintaining responsibility for all development and commercialization expenses. If Voyager declines its option for cost and profit sharing on the GBA1 program, under the terms of the collaboration agreement, Voyager will be eligible for up to $985 million in total development milestone payments plus substantial potential commercial milestone payments, and tiered royalties ranging from low double-digit to twenty percent on U.S. net sales. Irrespective of Voyager's election on its cost- and profit-sharing option, Voyager shall be eligible for potential ex-U.S.-based regulatory and commercial milestone payments, as well as royalties ranging from high-single-digits to mid-teens on ex-U.S. net sales.

Regarding the three new gene therapy programs under the collaboration, Voyager is eligible to earn up to $175 million in development milestone payments plus substantial potential commercial milestone payments for each program, and tiered high single-digit to mid-teens royalties on U.S. net sales and mid-single-digit to low double-digit royalties on ex-U.S. net sales. Neurocrine Biosciences has agreed to fully fund the development of the three new programs.

Neurocrine Biosciences and Voyager have agreed that, following the completion of the transaction, Jude Onyia, Ph.D., Chief Scientific Officer at Neurocrine Biosciences, will join Voyager's Board of Directors.

The effectiveness of the collaboration agreement and the closing of the sale and issuance of Voyager common stock described above are subject to certain conditions including the expiration or termination of the applicable waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and other customary closing conditions.

Conference Call Details

Voyager will host a conference call and webcast today at 8:45 a.m. ET to discuss the collaboration with Neurocrine Biosciences and early research initiatives. To participate via telephone and join the call live, please register in advance here: https://register.vevent.com/register/BI0a2d1fa796644be08876e1f7b98034d4. Upon registration, telephone participants will receive a confirmation email detailing how to join the conference call, including the dial-in number and a unique passcode. A live webcast of the call will also be available on the Investors section of the Voyager website, at ir.voyagertherapeutics.com. A replay of the call will be available at the same link approximately two hours after the call's completion. The replay will be available for at least 30 days following the conclusion of the call.

About the GBA1 Gene Therapy Program

GBA1 is the gene encoding the lysosomal enzyme glucocerebrosidase, and mutations in this gene have been associated with multiple diseases. Up to 10% of Parkinson's disease patients have a mutation in GBA1, the most common genetic risk factor, increasing the risk of the disease approximately 20-fold. When homozygous, pathologic variants in GBA1 cause the lysosomal disorder, Gaucher disease. AAV-based gene replacement therapies using a blood-brain barrier (BBB)-crossing capsid have the potential to achieve sustained correction of such disorders affecting the central nervous system. In a GBA loss-of-function preclinical model, Voyager has demonstrated CNS target engagement using its intravenous CNS-tropic capsids and delivery of therapeutically relevant levels of the enzyme GCase, which is encoded by GBA1.

About the TRACER™ AAV Capsid Discovery Platform
Voyager's TRACER™ (Tropism Redirection of AAV by Cell-type-specific Expression of RNA) capsid discovery platform is a broadly applicable, RNA-based screening platform that enables rapid discovery of AAV capsids with robust penetration of the blood-brain barrier and enhanced central nervous system (CNS) tropism in multiple species, including non-human primates (NHPs). TRACER generated capsids have demonstrated superior and widespread gene expression in the CNS compared to conventional AAV capsids as well as cell- and tissue-specific transduction, including to areas of the brain that have been traditionally difficult to reach. Separate results have demonstrated the enhanced ability of certain capsids to target cardiac muscle and to de-target the dorsal root ganglia. Voyager is expanding its library of AAV capsids optimized to deliver diverse therapeutic payloads to address a broad range of CNS and other diseases. As part of its external partnership strategy, Voyager has established multiple collaboration agreements providing access to its next-generation TRACER capsids to potentially enable its partners' gene therapy programs to treat a variety of diseases.

About Neurocrine Biosciences
Neurocrine Biosciences is a leading neuroscience-focused, biopharmaceutical company with a simple purpose: to relieve suffering for people with great needs, but few options. We are dedicated to discovering and developing life-changing treatments for patients with under-addressed neurological, neuroendocrine, and neuropsychiatric disorders. The company's diverse portfolio includes FDA-approved treatments for tardive dyskinesia, Parkinson's disease, endometriosis* and uterine fibroids*, and12 mid- to late-stage clinical programs in multiple therapeutic areas. For three decades, we have applied our unique insight into neuroscience and the interconnections between brain and body systems to treat complex conditions. We relentlessly pursue medicines to ease the burden of debilitating diseases and disorders, because you deserve brave science. For more information, visit neurocrine.com, and follow the company on LinkedIn, Twitter, and Facebook. (**in collaboration with AbbVie*).

About Voyager Therapeutics
Voyager Therapeutics (Nasdaq: VYGR) is a biotechnology company dedicated to breaking through barriers in gene therapy and neurology. The potential of both disciplines has been constrained by delivery challenges; Voyager is leveraging cutting-edge expertise in capsid discovery and deep neuropharmacology capabilities to address these constraints. Voyager's TRACER AAV capsid discovery platform has generated novel capsids with high target delivery and blood-brain barrier penetration at low doses, potentially addressing the narrow therapeutic window associated with conventional gene therapy delivery vectors. This platform is fueling alliances with Pfizer Inc., Novartis and Neurocrine Biosciences as well as multiple programs in Voyager's own pipeline. Voyager's pipeline includes wholly-owned and collaborative preclinical programs in Alzheimer's disease, amyotrophic lateral sclerosis (ALS), Parkinson's disease, and Friedreich's Ataxia, each with validated targets and biomarkers to enable a path to rapid potential proof-of-biology. For more information, visit www.voyagertherapeutics.com.

Voyager Forward-Looking Statements

This press release contains forward-looking statements for the purposes of the safe harbor provisions under The Private Securities Litigation Reform Act of 1995 and other federal securities laws. The use of words such as "may," "might," "will," "would," "should," "expect," "plan," "anticipate," "believe," "estimate," "undoubtedly," “target,” "project," "intend," "future," "potential," or "continue," and other similar expressions are intended to identify forward-looking statements. For example, all statements Voyager makes regarding the consummation of the collaboration with Neurocrine Biosciences and the sale and issuance of Voyager common stock to Neurocrine Biosciences, the Company’s entitlement to receive the upfront payment, milestone payments and royalties from Neurocrine Biosciences under the collaboration agreement, the satisfaction of closing conditions and the receipt of regulatory clearances necessary for the consummation of the collaboration and the sale and issuance of Voyager common stock to Neurocrine Biosciences, the creation of value and the establishment of new opportunities that may arise as a result of the collaboration, the ability of Voyager and Neurocrine Biosciences to perform under their existing collaboration and this new collaboration, including Voyager’s and Neurocrine Biosciences’ abilities to advance gene therapy product candidates under this collaboration into, and successfully initiate, enroll and complete, clinical trials, the ability of Voyager to add new programs to its pipeline and the ability of Voyager to enter into new partnerships or collaborations, the ability of Voyager to continue to develop the TRACER platform, the regulatory pathway of, and the timing or likelihood of its regulatory filings and approvals for, any of Voyager’s product candidates, and the sufficiency of Voyager’s cash resources are forward-looking. All forward-looking statements are based on estimates and assumptions by Voyager's management that, although Voyager believes to be reasonable, are inherently uncertain. All forward-looking statements are subject to risks and uncertainties that may cause actual results to differ materially from those that Voyager expected. Such risks and uncertainties include, among others, the expectations and decisions of regulatory authorities; the initiation and conduct of preclinical studies and clinical trials; the availability of data from clinical trials; the continued development of Voyager’s capsid and gene therapy platforms; the availability or commercial potential of product candidates under this collaboration; and the willingness and ability of Voyager's partners to meet obligations under collaboration agreements with Voyager. These statements are also subject to a number of material risks and uncertainties that are described in Voyager's most recent Annual Report on Form 10-K filed with the Securities and Exchange Commission, as updated by its subsequent filings with the Securities and Exchange Commission. Any forward-looking statement speaks only as of the date on which it was made. Voyager undertakes no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise, except as required by law.

Neurocrine Biosciences Forward-Looking Statements

In addition to historical facts, this press release contains forward-looking statements that involve a number of risks and uncertainties. These statements include, but are not limited to, statements related to the potential benefits to be derived from Neurocrine Biosciences’ collaboration with Voyager, including any statements related to Voyager’s TRACER capsid platform and Neurocrine Biosciences’ ability to leverage such platform; Neurocrine Biosciences’ potential milestone and royalty payments to Voyager; the development of Neurocrine Biosciences’ product candidates; and the timing of completion of Neurocrine Biosciences’ clinical, regulatory, and other development activities. Among the factors and risks that could cause actual results to differ materially from those indicated in the forward-looking statements are: the possibility that the transaction with Voyager is not consummated on the expected timeline or at all, or the possibility that regulatory approvals of the proposed transaction will impose conditions that are not obtained; risks that the benefits of the agreement with Voyager may never be realized; risks that development activities contemplated in the collaboration with Voyager may not be completed on time or at all; risks associated with Neurocrine Biosciences’ dependence on Voyager for research and development; risks that ongoing or future clinical trials may not be successful or replicate previous clinical trial results, or may not be predictive of real-world results or of results in subsequent clinical trials; risks and uncertainties relating to competitive products and technological changes that may limit demand for products licensed from Voyager; risks that the products licensed from Voyager may be precluded from commercialization by the proprietary rights of third parties; and other risks that are described in Neurocrine Biosciences’ periodic reports filed with the Securities and Exchange Commission, including without limitation the Neurocrine Biosciences’ quarterly report on Form 10-Q for the quarter ended September 30, 2022. Neurocrine Biosciences disclaims any obligation to update the statements contained in this press release after the date hereof.

Contacts

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