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## Funding Agreement

### Trainee Expansion Program (TEP) Trainee Bridge Fund (TBF) Awardee

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This Funding Agreement (“**Agreement**”) is entered into effective as of \_\_\_\_\_ (the “**Effective Date**”), by and between the Awardee and ISRHML (each as defined below). Each party to this Agreement may be referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

#### Parties

- Party 1:** [•]  
“**Awardee**”
- Party 2:** International Society for Research in Human Milk and Lactation  
5841 Cedar Lake Road, Suite 204  
Minneapolis, MN 55416  
USA  
“**ISRHML**”

#### Obligations

- Objective** This Agreement outlines the obligation of the Awardee towards ISRHML relating to the Trainee Bridge Fund (the “**TBF**”) and receipt of funds constituting an award by ISRHML to the Awardee in connection with the TBF (the “**Award**”).
- Obligation of Awardee** It is the obligation of the Awardee to use the funding towards the project as per the proposal set forth in Annex 1 of this Agreement (the “**Proposal**”) received by the ISRHML Trainee Expansion Program (the “**TEP**”) and to ensure that the funds are used solely to cover costs as described in the budget as in the Proposal and to provide the reports as agreed below.
- Obligation of ISRHML** It is the obligation of ISRHML to financially support the opportunity for the Awardee to bridge him/her to become an independent professional in a career focusing on an aspect of human milk and lactation research; provided, that the contractual obligations of ISRHML hereunder shall be limited to providing the funding of \_\_\_\_\_ USD as requested by the Awardee in his or her funding application, as specified in Annex 2 (the “**Budget**”) attached hereto, on the terms set forth in this Agreement.

#### Terms

- Scope** The terms below describe all the duties the Awardee and ISRHML need to fulfill in order to meet their obligations under this Agreement.
- Start date** The Awardee will start his/ her training program at the [host institution] (the “**Host Institution**”) on [•].
- Timing** The Award funds shall be used by the Awardee within twelve (12) months from the granting of the Award to the Awardee by ISRHML. This time can be extended once by a six (6) months period upon the written request by the Awardee to ISRHML.



Addendum [•] specifies the recording of the start date and the potential extension of the program subject to the Award amount.

**9. Use of funds**

Awardee shall use the Award funding for salary, visa, roundtrip transportation ticket to/ from activity destination, accommodation, personal expenses (food, local transportation), conference participation costs, basic activity relevant expenses: laboratory costs, conference fees, workshops, flight to collaboration sites; travel/ accommodation costs to ISRHML conference for presentation of results and experience (ISRHML will waive the registration fee for the ISRHML conference).

It is prohibited for the Host Institution to use any of the funds towards its administrative costs (i.e. 0% overhead).

**10. Breach of contract**

In the event that the Award funds are being used by the Awardee for matters other than those stated in Section 9 above or for research other than stated in the application to the program subject to the Award, the Awardee agrees to reimburse the entire amount of funds constituting the Award to ISRHML within sixty (60) business days of notification; provided, that amounts constituting the Award which were properly used for the purposes set forth in Section 9 above shall not be subject to such reimbursement.

The determination of improper use of the Award funds shall be made by ISRHML entirely at its sole reasonable discretion.

Should the Awardee want to alter the research focus due to unforeseen events during the TBF, the Awardee must first apply in writing to the ISRHML TEP Review Board for permission, which ISRHML may grant or withhold in its sole discretion.

**11. Payment modality**

The Award shall be paid in full to the Host Institution (except funds specified in the Budget for the travel of the Awardee to and from the ISRHML Conference, which will be retained by ISRHML and paid directly to the Awardee), to be used with respect to the Awardee's activities in accordance with the activities permitted under Section 9 above.

**12. Half-term report**

A half-term report shall be submitted by the Awardee to ISRHML and the Family Larsson-Rosenquist Foundation ("FLRF") six (6) months after commencement of the TEP program by the Awardee, containing the following information and prepared according to the report outline set forth in Annex 3 attached hereto: status of project and financial update.

The half-term report is to be signed by the Awardee and the Host Institution.

**13. Final report**

A final report shall be provided to ISRHML and FLRF within three (3) months from completion of the funded activity under the TEP program, containing the following information and prepared according to the report outline set forth in Annex 4 attached hereto: publication/ research outcomes, career and learning outcomes based set objectives of individual TBF application, financial information.

The final report is to be signed by the Awardee and the Host Institution.

**14. Disputes**

In case of any dispute regarding spending of funds, inappropriate supervision by the Host Institution or non-fulfilment of obligations hereunder or as part of the TEP program that cannot be resolved between Awardee and the Host Institution or stated in the regular report, the Awardee may approach ISRHML to ask for support and mediation.

ISRHML shall not be obligated to provide any support or mediation to the Awardee in this case but ISRHML may do so at its sole discretion. The Awardee expressly acknowledges and agrees that ISRHML may also provide support or mediation for



the benefit of the Host Institution with regard to the same dispute and waives any claim relating to such support and mediation provided by ISRHML to either the Awardee or to the Host Institution.

**15. Results presentation at ISRHML Conference**

Awardee shall attend the next ISRHML Conference following completion of the Awardee's participation in the TBF program and present his/her results and experience at such ISRHML Conference (the "ISRHML Conference") (travel costs to be covered from the Award amount, which will be retained by ISRHML and paid to the Awardee as a reimbursement of travel expenses as set forth in the Budget, ISRHML will forgo the conference registration fee).

**16. Restriction of Activities of Awardees**

The Awardee shall not conduct any research sponsored by, or otherwise collaborate with, companies that promote the use of infant formula, with or without modification, for use as a partial or total replacement of breast milk for healthy term-delivered infants during the term of this Agreement. In case ISRHML or FLRF learns of such a breach, the full amount of the Award shall be reimbursed by the Awardee. Neither ISRHML nor FLRF are obliged to actively monitor for potential breach of this clause.

**General provisions**

**17. Confidentiality**

The Parties shall keep the terms of this Agreement confidential. ISRHML agrees to keep the terms of the Proposal and the TEP activities, research data, periodic reports and research results and conclusions of the Awardee (together, the "**Research Data**") confidential until the Research Data have been published by consent of the Awardee in a scientific, research, trade, industry or similar publication.

Except as required by law, the Parties shall not disclose the contents of this Agreement to any third parties; provided, however, that each Party may disclose the contents of this Agreement to such Party's legal, financial or tax advisers where such third parties are under a similar confidentiality obligation with respect to the contents of this Agreement; provided, further, that ISRHML may disclose the existence and contents of this Agreement with FLRF and its legal, financial and tax advisers where such third parties are under a similar confidentiality obligation with respect to the contents of this Agreement.

Except as required by law, ISRHML shall not disclose the Research Data to any third parties; provided, however, that ISRHML may disclose the Research Data to ISRHML's legal advisers where such third parties are under a similar confidentiality obligation with respect to the Research Data; provided, further, that ISRHML may disclose the Research Data to FLRF and its legal, financial and tax advisers where such third parties are under a similar confidentiality obligation with respect to the Research Data.

ISRHML shall process all personal data of applicants for funding under the TEP and all personal data of Awardee in accordance with applicable data protection laws.

**18. Liabilities**

Any liability of ISRHML hereunder shall be expressly limited to cases of gross negligence or intentional breach of this Agreement and shall be limited to the amount of the Award.

**19. Entire Agreement**

This Agreement, including the terms of the Proposal set forth in Annex 1 attached hereto, contains the whole agreement between the Parties relating to the subject matter of this Agreement and supersedes all previous oral or written agreements between the Parties relating to its subject matter.



- 20. Assignment and Sub-Contracting** Neither Party shall assign this Agreement or any of its rights or obligations hereunder to any third party without the prior written consent of the other Party.
- 21. Amendments and Waivers** This Agreement may only be modified or amended by a document signed by both Parties. Any provision contained in this Agreement may only be waived by a document signed by the Party waiving such provision.
- No failure to exercise, nor any delay in exercising, on the part of any Party, any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy.
- 22. Termination for Cause** Each Party may terminate this Agreement at any time prior to expiration of the term of this Agreement for valid reasons. Without limitation, the following shall be deemed to be a valid reason for termination hereunder:
- a) the other Party commits a material breach of this Agreement and does not remedy such breach (if capable of being remedied) within twenty (20) business days upon receipt of notification of the breach from the non-breaching Party;
  - b) the other Party enters into insolvency or bankruptcy proceedings, including by filing for bankruptcy, bankruptcy postponement, creditor moratorium, or similar non-private relief directed at the liquidation or reorganization of the other Party.
- 23. Severability** If any part or provision of this Agreement or the application of any such part or provision to any Party or circumstance shall be held to be invalid, illegal or unenforceable in any respect by any competent court or governmental or administrative authority, (a) such invalidity, illegality or unenforceability shall not affect any other part or provision of this Agreement or the application of such part or provision to any other persons or circumstances, and (b) the Parties shall use best efforts to negotiate and agree on a substitute provision that best reflects the intentions of the Parties without being invalid, illegal or unenforceable, and shall execute all agreements and documents required to bring such substitute provision into force. For the avoidance of doubt, this Section 23 is not intended to modify or abrogate the authority of the competent court to replace an invalid provision of this Agreement in accordance with applicable law.
- 24. Notices** All notices or other communications to be given under or in connection with the Agreement shall be made in writing and in English, and shall be delivered by hand, by registered mail (return receipt requested), by an internationally recognized courier or by telefax to the following addresses:
- If to Awardee:
- Name and address of TBF Awardee*
- If to ISRHML:
- International Society for Research in Human Milk and Lactation  
c/o Family Larsson-Rosenquist Foundation  
Rigistrasse 3  
6300 Zug  
Switzerland
- Or any substitute address or fax number as a Party may notify in writing to the other in accordance with the above by not less than five (5) days' notice.



- 25. Term** This Agreement shall be binding and effective for a fixed term beginning as of the Effective Date until the date immediately after the date of the ISRHML Conference or following completion of the final report, whichever occurs last.
- 26. Survival** It is the express intention and agreement of the Parties that liability of the Awardee for a breach of the obligations of the Awardee set forth in Sections 9, 16 and 17 above shall survive the termination or expiration of this Agreement for a period of five (5) years; provided, that any liability of the Awardee hereunder shall not restrict potential future funding opportunities of the Awardee's training, research or career activities by ISRHML or other parties in the field of human milk and lactation research.
- 27. Governing Law** This Agreement shall be governed by and construed in accordance with the laws of the State of New York (United States of America), without giving effect to the conflicts of law principles thereof.
- 28. Jurisdiction** Any disputes arising out of or in connection with this Agreement shall be submitted to the jurisdiction of the ordinary courts in the State of New York (United States of America).
- 29. No Third Party Beneficiary Rights** Nothing in this Agreement shall confer any rights or remedies upon any third party not being ISRHML or the Awardee and their respective successors and assigns.
- 30. Pronouns** All pronouns and any variations thereof used herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or entity may require.
- 31. Headings** Article, section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.
- 32. Counterparts** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same agreement.

*[Signature page follows]*



IN WITNESS WHEREOF, the Awardee and ISRHML have duly executed this Agreement, or have caused this Agreement to be duly executed on their behalf, effective as of the Effective Date.

Awardee:

\_\_\_\_\_  
Place and Date

\_\_\_\_\_  
*First Name / Last Name*  
*TBF Awardee*

For ISRHML:

\_\_\_\_\_  
Place and Date

\_\_\_\_\_  
Dr. Sharon Donovan  
President

\_\_\_\_\_  
Dr. Meghan Azad  
Secretary



ISRHML  
The International Society  
for Research in Human  
Milk and Lactation

ISRHML – Family Larsson-Rosenquist Foundation  
**trainee expansion program**

**Annex 1: Trainee Expansion Program (TEP) Trainee Bridge Fund (TBF) Proposal**



**ISRHML**  
The International Society  
for Research in Human  
Milk and Lactation

ISRHML – Family Larsson-Rosenquist Foundation  
**trainee expansion program**

**Annex 2: Budget**



**Annex 3: Template Mid-term Report**

ISRHML – Family Larsson-Rosenquist Foundation  
**trainee expansion program**

**Mid-term Report - Trainee Bridge Fund**

Trainee Information			
First name			
Family name			
Business address			
Private address			
E-Mail address			
Phone number	Work:		
	Mobile		
	Private		
Project name			
Start date:		End date:	

Current or most recent training institution		
Name of current training institution		
Supervisor	Name	
	Phone number	
	Email address	
	Mailing address	

Host institution		
Name of host institution		
Supervisor	Name	
	Phone number	
	Email address	
	Mailing address	

Update on general progress (400 words)

Update on reaching key objectives (200 words)



<b>Financial summary (200 words or excel analysis)</b>

<b>Date:</b>			
<b>Place:</b>			
<b>Signature Awardee:</b>		<b>Signature Host Institution:</b>	

Please send your full report to the attention of Kathrin Litwan at [tep@isrhml.com](mailto:tep@isrhml.com) **six months after commencing the program.**



Annex 4: Template End Report

ISRHML – Family Larsson-Rosenquist Foundation  
**trainee expansion program**

## End Report - Trainee Bridge Fund

Trainee Information		
First name		
Family name		
Business address		
Private address		
E-Mail address		
Phone number	Work:	
	Mobile	
	Private	
Project name		
Start date:		End date:

Current or most recent training institution		
Name of current training institution		
Supervisor	Name	
	Phone number	
	Email address	
	Mailing address	

Host institution		
Name of host institution		
Supervisor	Name	
	Phone number	
	Email address	
	Mailing address	

Key learning (300 words)

Evaluation of key achievements (500 words)



<b>Completion of key objectives (500 words)</b>

<b>Key relationships formed (300 words)</b>

<b>Discussion of potential publication(s) if applicable (200 words)</b>

<b>Financial summary (200 words or excel analysis)</b>

<b>Overall conclusion and outlook (400 words)</b>

<b>Date:</b>			
<b>Place:</b>			
<b>Signature Awardee:</b>		<b>Signature Host Institution:</b>	

Please send your full report to the attention of Kathrin Litwan at [tep@isrhml.com](mailto:tep@isrhml.com) **no later than three months after completion of the program.**