



## Funding Agreement

### Trainee Expansion Program (TEP) Trainee Travel Fund (TTF) Awardee

This Funding Agreement (“Agreement”) is entered into effective as of \_\_\_\_\_, 2018 (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

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

#### Obligations

3. **Objective** This Agreement outlines the obligation of the Awardee towards ISRHML relating to the Trainee Travel Fund (the “TTF”) and receipt of funds constituting an award by ISRHML to the Awardee in connection with the TTF (the “Award”).
4. **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.
5. **Obligation of ISRHML** It is the obligation of ISRHML to financially support the opportunity of the Awardee in a research project that adds value to his/her academic and/or career development in the field of human milk and lactation that otherwise cannot be obtained in the Awardee’s current training environment; 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

6. **Scope** The terms below describe all the duties the Awardee and ISRHML need to fulfil in order to meet their obligations under this Agreement.
7. **Timing** The Awardee will start her training program at the [host institution] (the “Host Institution”) on [•].  
  
The Award funds shall be used within six (6) months as of their award.



- 8. Payment modality** The Award funds shall be paid in full to the home institution from where the Awardee is departing (the “**Home Institution**”).
- 9. Use of funds** Awardee shall use the Award funds for salary, visa, roundtrip transportation ticket to/from activity destination, accommodation, personal expenses (food, local transportation), and basic supplies related to research activities proposed.
- It is prohibited for the Host Institution or the Home Institution to use any of the funds towards administrative costs (i.e. 0% overhead).
- 10. Breach of contract** In case 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 twenty (20) 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. Final report** A final report shall be provided to ISRHML and the Family Larsson-Rosenquist Foundation (“**FLRF**”) within one month 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 3 attached hereto: summary of findings, finance and learning outcomes based on objectives set out in application.
- The final report is to be signed by the Awardee and the Host Institution.
- 12. Disputes** In case of any dispute regarding spending of funds, inappropriate supervision by the Host Institution or non-fulfilment of obligations 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.
- 13. 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

- 14. 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 the Awardee in accordance with applicable data protection laws

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. Termination for Cause**

Each Party may terminate this Agreement prior to expiration of the term of this Agreement at any time 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

**20. 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 20 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.

**21. 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 TTF Awardee*

If to ISRHML:

International Society for Research in Human Milk and Lactation  
ISRHML TEP  
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.

**22. Term**

This Agreement shall be binding and effective for a fixed term beginning as of the Effective Date until the date that is [•] months following the Effective Date.

**23. 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, 13 and 14 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.

**24. 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.

**25. 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).

**26. 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.

**27. 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.



**28. 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.

**29. 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  
TTF 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

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**trainee expansion program**

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**Annex 1: Trainee Expansion Program (TEP) Trainee Travel Fund (TTF) Proposal**



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

ISRHML – Family Larsson-Rosenquist Foundation

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## **trainee expansion program**

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### **Annex 2: Budget**



Annex 3: Template Final Report

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

**Report - Trainee Travel 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 learnings (200 words)

Evaluation fo key achievements (400 words)



Completion of key objectives (400 words)

Key relationship formed (200 words)

Financial summary (200 words or excel analysis)

Overall conclusion and outlook (300 words)

<b>Date:</b>		<b>Date:</b>	
<b>Place:</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 one month after completion of program.**