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## Funding Agreement

### Trainee Expansion Program (TEP) Trainee Travel Fund (TTF) Home Institution

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This Funding Agreement (“Agreement”) is entered into effective as of \_\_\_\_\_ (the “Effective Date”), by and between the Home Institution 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:** [•]  
“Home Institution”
2. **Party 2:** International Society for Research  
in Human Milk and Lactation  
5841 Cedar Lake Road, Suite 204  
Minneapolis, MN 55416  
USA  
“ISRHML”

#### Obligations

3. **Objective** This Agreement outlines the obligation of the Home Institution towards ISRHML and the TTF awardee, [name], (the “**Awardee**”) relating to the Trainee Travel Fund (the “**TTF**”) as part of the participation of the Awardee in the Trainee Expansion Program (“**TEP**”) of ISRHML.
4. **Obligation of Home Institution** It is the obligation of the Home Institution to provide the Awardee of the TTF and the Host Institution, respectively, with financial support during the Awardee’s stay at the TTF host organization (the “**Host Institution**”), as specified in the Budget (as defined herein).
5. **Obligation of ISRHML** It is the obligation of ISRHML to pay the funds for the TTF Awardee’s project plan (the “**Award**”) as specified in the Budget in **Annex 1** hetero (the “**Budget**”) in full to the Home Institution of the Awardee.

#### Terms

6. **Scope** The terms below describe all the duties the Home Institution and ISRHML need to fulfil in order to meet their obligations under this Agreement.
7. **Discrimination of awardee** The Home Institution shall do nothing to disadvantage the Awardee due to the absence of the Awardee from the Home Institution during the participation of the Awardee in the TEP and shall specifically permit the Awardee to continue with the Awardee’s teaching, training or study program following Awardee’s return to the Home Institution upon completion of Awardee’s participation in the TEP.
8. **Payment modalities** The Home Institution shall keep the dedicated Award funds separately from other funds and shall not commingle the Award with other funds of the Home Institution.



The Home Institution shall pay the Award funds to the Awardee and to the Host Institution, respectively, as specified in the Budget.

Any unused amount after completion of the project subject to the TEP program shall be reimbursed to ISRHML

**9. Use of funds**

The Home Institution may only pay out funds that constitute the Award to be used only for the following expenses of the Awardee in connection with the Awardee's participation in the TEP program: 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 Home Institution to use any of the funds towards administrative costs (i.e. 0% overhead).

**10. Breach of contract**

In the event that Award funds are being used by the Host Institution or the Home Institution for matters other than those stated in Section 9 above or for research other than stated in the application for the Award, or otherwise in the event of a breach of this Agreement by the Home Institution, the amount of the Award is to be reimbursed by the Home Institution to ISRHML upon notice by ISRHML and subject to the cure period of twenty (20) business days set forth in Section 22, which may, at its sole discretion, permit the Awardee to access such amount of the Award directly or through another host institution other than the Home Institution, to be used for Awardee's expenses with respect to the TEP program; 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 Home Institution expressly consents to such further use of the Award funds directly by the Awardee or through another institution other than the Home Institution in the event of a breach of this Agreement by the Home Institution.

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

The Home Institution acknowledges and agrees that the research focus of the Awardee may be altered due to unforeseen events during the TEP by application of the Awardee to the ISRHML TEP Review Board, which alteration ISRHML may grant or withhold in its sole discretion.

**11. ISRHML payment**

ISRHML is obliged to transfer the Award funds to the Home Institution no later than [x] days following the Effective Date.

Award funds are to be transferred via electronic wire transfer to the following account of the Home Institution:

[•]

**12. Start date**

The Awardee will start his/ her training program at the TTF Host Institution on [•].

**13. Delay of start and funding**

If the Awardee requests a delay to the agreed-upon start date, ISRHML may agree to such delay and will delay its payment of the Award funds to the Home Institution accordingly.

**14. Summary of payments**

The Home Institution will provide a financial report, including a summary of payments of Award funds for expenses of the Awardee, to ISRHML after completion of the TEP project by the Awardee, using the report outline format attached hereto as Annex 2.

In addition to such financial report, the Home Institution shall send to ISRHML a print-out of the Awardee's project account.

- 15. Disputes** In case of any dispute regarding spending of funds or non-fulfilment of obligations hereunder or as part of the TEP program that cannot be resolved between Awardee and the Home Institution or stated in the regular report, the Home Institution may approach ISRHML to ask for support and mediation.
- ISRHML shall not be obligated to provide any support or mediation to the Home Institution in this case but ISRHML may do so at its sole discretion. The Home Institution expressly acknowledges and agrees that ISRHML may also provide support or mediation for the benefit of the Awardee with regard to the same dispute and waives any claim relating to such support and mediation provided by ISRHML to either the Home Institution or to the Awardee.
- 16. Restriction of Activities of Awardees** In case the Awardee conducts 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, all Award funds shall be reimbursed by the Awardee and the Home Institution to ISRHML. In the event of such required reimbursement, the Home Institution agrees to take all steps necessary to return any Award funds in its custody to ISRHML and to inform the Awardee that any such Award funds in the custody of the Awardee must be returned to ISRHML.

## General provisions

- 17. Confidentiality** The Parties shall keep the terms of this Agreement confidential. The Parties agree 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 or the Research Data 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 and the Research Data to such Party’s legal advisers where such third parties are under a similar confidentiality obligation with respect to the contents of this Agreement and the Research Data; provided, further, that ISRHML may disclose the existence and contents of this Agreement and the Research Data to the Family Larsson-Rosenquist Foundation 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 and the Research Data.
- The Parties 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 3 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 Home Institution:
- Name and address of TTF Home Institution*
- 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.



## **trainee expansion program**

- 25. 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.
- 26. Survival** It is the express intention and agreement of the Parties that liability of the Home Institution for a breach of the obligations of the Home Institution set forth in Sections 16 and 17 above shall survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement for a period of two (2) years.
- 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 Home Institution 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 Home Institution 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.

For the Home Institution:

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

\_\_\_\_\_  
First Name / Last Name  
TTF Home Institution

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: Budget**



**Annex 2: Template Summary of Payments**

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

**Budget Trainee Travel Fund**

Please provide all numbers in USD  
Please only fill out the blue fields

Name of applicant	
Reporting date	
Total spent	0
+/-	0

	Budget	Accounting	+/-
Ancillary Costs	Pre Program	Pre Program	Pre Program
Travel			0
Visa fees (if applicable)			0
Miscellaneous*			0
<b>Sum Ancillary Costs</b>		0	0
<b>Direct Program Costs</b>			
Accommodation			0
Food			0
Transportation			0
Medical health insurance			0
Equipment			0
Supplies and materials			0
Printing and copying			0
Telecommunication			0
Books/Classroom supplies			0
Miscellaneous direct program costs**			0
Other, please specify, leave blank if N/A			0
Other, please specify, leave blank if N/A			0
Other, please specify, leave blank if N/A			0
Other, please specify, leave blank if N/A			0
<b>Sum Direct Program Costs</b>		0	0

\*

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If there is any in-kind contribution, please make sure to state them in your narrative.



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