



Funding Agreement

Trainee Expansion Program (TEP) Trainee Travel Fund (TTF) Host Institution

This Funding Agreement (“Agreement”) is entered into effective as of _____, (the “Effective Date”), by and between the Host 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

- Party 1:** [•]
“Host Institution”
- Party 2:** International Society for Research
in Human Milk and Lactation
1908 E. D Street
Moscow, ID 83843
USA
“ISRHML”

Obligations

- Objective** This Agreement outlines the obligation of the Host 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.
- Obligation of Host Institution** It is the obligation of the Host Institution to provide a research working environment to the Awardee of the TTF appropriate for the Awardee’s academic and research background as well as its project plan as per the proposal set forth in Annex 1 of this Agreement (the “Proposal”).
- Obligation of ISRHML** It is the obligation of ISRHML to pay the funds for the TTF Awardee’s project plan (the “Award”) in full to the home organization of the Awardee (the “Home Institution”), which in turn shall pay the Awardee and the Host Institution. The Award of [•] USD is specified in Annex 2 (the “Budget”) attached hereto.

Terms

- Scope** The terms below describe all the duties the Host Institution 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 on [•].
- Payment modality** The Award funds shall be paid in full to the Home Institution pursuant to the amounts set forth in the Budget.

The Host Institution shall provide payment information to the Home Institution.



- 9. Supervision** The Host Institution hereby commits to provide a hosting supervisor in its employ to actively mentor the Awardee and to provide a research environment required for the Awardee to successfully complete the TEP program.
- The hosting supervisor employed by the Host Institution shall be responsible for the correct instruction of the Awardee with respect to lab safety regulations.
- In the event that the hosting supervisor appointed by the Host Institution is no longer available, the Host Institution agrees to appoint a replacement hosting supervisor of similar qualification as soon as possible.
- 10. Adequacy** The Host Institution hereby agrees to provide available space, facilities, equipment, and personnel appropriate to the Awardee's academic and research background and the project plan according to the terms of the Proposal.
- 11. Access to Resources** The Host Institution confirms that it grants Awardee free access to general campus resources that are free to other enrolled members of the Host Institution with the same level of seniority (as students, trainees or teachers, respectively) as the Awardee.
- 12. Breach of contract** In the event that Award funds are used by the Host Institution or by the Home Institution for matters other than stated in the application of the Award, or otherwise in the event of a breach of this Agreement by the Host Institution, any portion of the Award held by the Host Institution is to be reimbursed by the Host Institution to ISRHML upon notice by ISRHML and subject to the cure period of twenty (20) business days set forth in Section 20, which may, at its sole discretion, permit the Awardee to access such amount of the Award directly or through any host institution, to be used for Awardee's expenses with respect to the TEP program; provided, that amounts constituting the Award which were already properly used for the purposes set forth in the application for the Award shall not be subject to such reimbursement.
- The Host Institution expressly consents to such further use of the Award funds directly by the Awardee or through another host institution other than the Host Institution in the event of a breach of this Agreement by the Host Institution or in the event of a breach of the Agreement with respect to the Award between the Home Institution and ISRHML.
- The determination of improper use of the Award funds shall be made by ISRHML entirely at its sole reasonable discretion.
- The Host 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.
- 13. Disputes** In case of any dispute regarding spending of funds, inappropriate supervision by the Host Institution or non-fulfilment of obligations hereunder that cannot be resolved between Awardee and the Host Institution or stated in the regular report, the Host Institution may approach ISRHML to ask for support and mediation.
- ISRHML shall not be obligated to provide any support or mediation to the Host Institution in this case but ISRHML may do so at its sole discretion. The Host 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 Host Institution or to the Awardee.



- 14. 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 Host Institution. In the event of such required reimbursement, the Host Institution agrees to take all steps necessary to return any Award funds in its custody to ISRHML and to inform the Awardee and the Home Institution that any such Award funds in the custody of the Awardee or the Home Institution must be returned to ISRHML.

General provisions

- 15. 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 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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

21. 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 21 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.

22. 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 Host Institution:

Name and address of TTF Host 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.

23. 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.

24. Survival

It is the express intention and agreement of the Parties that liability of the Host Institution for a breach of the obligations of the Host Institution set forth in Sections 14 and 15 above shall survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement for a period of five (5) years.

25. 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.



- 26. 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).
- 27. No Third Party Beneficiary Rights** Nothing in this Agreement shall confer any rights or remedies upon any third party not being ISRHML or the Host Institution and their respective successors and assigns.
- 28. 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.
- 29. 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.
- 30. 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 Host 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 Host Institution:

Place and Date

First Name / Last Name
TTF Host 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: 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
trainee expansion program

Annex 2: Budget