

>>> Cc: Margaret Leahy
>>> Subject: Re: Inteum Request - Coca Cola Company Agreement - Jenkins
>>>
>>> I have put in copy our contact at Coca Cola, Dr. Marge Leahy...
>>>
>>> J
>>>
>>> From: John Sievenpiper
>>> [mailto:john.sievenpiper@medportal.ca<mailto:john.sievenpiper@medport
>>> al.ca><mailto:john.sievenpiper@medporta<mailto:john.sievenpiper@medpo
>>> rta>
>>> l.ca<http://l.ca>>]
>>> Sent: Thursday, November 08, 2012 12:55 AM
>>> To: Tammy Y. Chan
>>> Subject: Fwd: Coca Cola Company Grant Agreement - Jenkins (2011-1647)
>>> - Draft
>>>
>>> Tammy:
>>>
>>> Quick one... Is this template still viable? We are just putting
>>> together a new contract with Coke for an unrestricted \$45K grant...
>>>
>>> Many thanks,
>>>
>>> J
>>>
>>>
>>>
>>> On Mon, Nov 28, 2011 at 3:43 PM, Tammy Y. Chan
>>> <tammy.chan@utoronto.ca<mailto:tammy.chan@utoronto.ca><mailto:tammy.c
>>> han@utoronto.ca<mailto:tammy.chan@utoronto.ca>>>
>>> wrote:
>>> Hi Cyril,
>>>
>>> I have included here a template Grant Agreement that is similar to
>>> the one proposed for Unilever as requested for Coca Cola and Company.
>>> Please insert the project and budget information and sponsor contact
>>> before returning it to our office for further process.
>>>
>>> If you have any questions regarding the Agreement, please do not
>>> hesitate to be in touch again.
>>>
>>> with regards,
>>> Tammy
>>>
>>>
>>> -----
>>> Tammy Y. Chan
>>> Research Contracts Officer
>>> BioMedical & Life Sciences/Social Sciences & Humanities Innovations
>>> and Partnerships Office Office of the Vice-President, Research
>>> University of Toronto Room 413, Banting Institute
>>> 100 College Street
>>> Toronto, ON M5G 1L5 CANADA
>>>
>>> Tel: 1 (416)
>>> 946-0601<tel:1%20%28416%29%20946-0601><tel:1%20%28416%29%20946-0601>
>>> Fax: 1 (416)
>>> 978-6052<tel:1%20%28416%29%20978-6052><tel:1%20%28416%29%20978-6052>
>>> Email:
>>> tammy.chan@utoronto.ca<mailto:tammy.chan@utoronto.ca><mailto:tammy.ch
>>> an@utoronto.ca<mailto:tammy.chan@utoronto.ca>>
>>> http://www.research.utoronto.ca/
>>>
>>> "IPO has moved to the Banting Institute effective October 17, 2011!"

>>
>>
>> On 11/13/12, Lauren Gogo
>> <lauren.gogo@utoronto.ca<mailto:lauren.gogo@utoronto.ca>> wrote:
>>> Hi John,
>>>
>>> Glad I could help! I do have a question about the overhead though,
>>> since I'll have to set up the budget to do the invoice. Let me know
>>> if I should take 40%. Or you could also try asking your chair for a
>>> partial waiver instead of a full waiver ie. Only taking 20%.
>>>
>>> Thanks,
>>> Lauren
>>>
>>> Lauren Gogo, MBT
>>> Contracts Officer
>>> Innovations and Partnerships Office
>>> University of Toronto
>>>
>>> Tel: 416-978-1512<tel:416-978-1512>
>>> Fax: 416-978-6052<tel:416-978-6052>
>>> Email:
>>> lauren.gogo@utoronto.ca<mailto:lauren.gogo@utoronto.ca><mailto:lauren
>>> .gogo@utoronto.ca<mailto:lauren.gogo@utoronto.ca>>
>>> <mailto:lauren.gogo@utoronto.ca<mailto:lauren.gogo@utoronto.ca>
>>>
>>> From: John Sievenpiper
>>> [mailto:john.sievenpiper@medportal.ca<mailto:john.sievenpiper@medport
>>> al.ca>]
>>> Sent: Monday, November 12, 2012 9:44 PM
>>> To: Lauren Gogo
>>> Cc: Margaret Leahy; Trudy T. Strawn; Anthony S. Cabrera
>>> Subject: Re: Inteum Request - Coca Cola Company Agreement - Jenkins
>>>
>>> Lauren:
>>>
>>> That is brilliant news. You are a true star.
>>>
>>> Thanks so much!!!
>>>
>>> Best wishes,
>>>
>>> J
>>> On Mon, Nov 12, 2012 at 4:27 PM, Lauren Gogo
>>> <lauren.gogo@utoronto.ca<mailto:lauren.gogo@utoronto.ca><mailto:laure
>>> n.gogo@utoronto.ca<mailto:lauren.gogo@utoronto.ca>>>
>>> wrote:
>>> Hi Everyone,
>>>
>>> Please find attached the partially signed letter.
>>>
>>> Kind regards,
>>> Lauren
>>>
>>> Lauren Gogo, MBT
>>> Contracts Officer
>>> Innovations and Partnerships Office
>>> University of Toronto
>>>
>>> Tel:
>>> 416-978-1512<tel:416-978-1512><tel:416-978-1512<tel:416-978-1512>>
>>> Fax:
>>> 416-978-6052<tel:416-978-6052><tel:416-978-6052<tel:416-978-6052>>
>>> Email:
>>> lauren.gogo@utoronto.ca<mailto:lauren.gogo@utoronto.ca><mailto:lauren

>>> .gogo@utoronto.ca<mailto:lauren.gogo@utoronto.ca>>
>>> <mailto:lauren.gogo@utoronto.ca<mailto:lauren.gogo@utoronto.ca>
>>>
>>> From: Margaret Leahy
>>> [mailto:maleahy@coca-cola.com<mailto:maleahy@coca-cola.com><mailto:ma
>>> leahy@coca-cola.com<mailto:maleahy@coca-cola.com>>]
>>> Sent: Monday, November 12, 2012 1:10 PM
>>> To: Lauren Gogo
>>> Cc: Trudy T. Strawn; Anthony S. Cabrera;
>>> john.sievenpiper@medportal.ca<mailto:john.sievenpiper@medportal.ca><m
>>> ailto:john.sievenpiper@medportal.ca<mailto:john.sievenpiper@medportal
>>> .ca>>
>>>
>>> Subject: Re: Inteum Request - Coca Cola Company Agreement - Jenkins
>>>
>>> Trudy, can you respond? As long as we can invoice the same entity as
>>> previously, I don't see a problem. I'm now on the road.
>>> Thanks to all,
>>> Marge.
>>>
>>> From: Lauren Gogo
>>> [mailto:lauren.gogo@utoronto.ca<mailto:lauren.gogo@utoronto.ca><mailt
>>> o:lauren.gogo@utoronto.ca<mailto:lauren.gogo@utoronto.ca>>]
>>> Sent: Monday, November 12, 2012 12:37 PM
>>> To: Margaret Leahy
>>> Cc: Trudy T. Strawn; Anthony S. Cabrera; John Sievenpiper
>>> (john.sievenpiper@medportal.ca<mailto:john.sievenpiper@medportal.ca><
>>> mailto:john.sievenpiper@medportal.ca<mailto:john.sievenpiper@medporta
>>> l.ca>>)
>>> <john.sievenpiper@medportal.ca<mailto:john.sievenpiper@medportal.ca><
>>> mailto:john.sievenpiper@medportal.ca<mailto:john.sievenpiper@medporta
>>> l.ca>>>
>>> Subject: RE: Inteum Request - Coca Cola Company Agreement - Jenkins
>>>
>>> Hi Marge,
>>>
>>> Thanks for your comments and for accepting the changes. It shouldn't
>>> be a problem to get it signed today. The one question I have though
>>> is our legal name in the first paragraph- if we leave the Department
>>> name and address there, is it acceptable to leave it as the Governing
>>> Council of the University of Toronto?
>>>
>>> Thanks,
>>> Lauren
>>>
>>> Lauren Gogo, MBT
>>> Contracts Officer
>>> Innovations and Partnerships Office
>>> University of Toronto
>>>
>>> Tel:
>>> 416-978-1512<tel:416-978-1512><tel:416-978-1512<tel:416-978-1512>>
>>> Fax:
>>> 416-978-6052<tel:416-978-6052><tel:416-978-6052<tel:416-978-6052>>
>>> Email:
>>> lauren.gogo@utoronto.ca<mailto:lauren.gogo@utoronto.ca><mailto:lauren
>>> .gogo@utoronto.ca<mailto:lauren.gogo@utoronto.ca>>
>>> <mailto:lauren.gogo@utoronto.ca<mailto:lauren.gogo@utoronto.ca>
>>>
>>> From: Margaret Leahy
>>> [mailto:maleahy@coca-cola.com<mailto:maleahy@coca-cola.com><mailto:ma
>>> leahy@coca-cola.com<mailto:maleahy@coca-cola.com>>]
>>> Sent: Monday, November 12, 2012 12:07 PM
>>> To: Lauren Gogo
>>> Cc: Trudy T. Strawn; Anthony S. Cabrera; John Sievenpiper

>> Cell: (416) 605-1902<tel:%28416%29%20605-1902>
>> E-mail: mary.labbe@utoronto.ca<mailto:mary.labbe@utoronto.ca>
>> Web: <http://www.utoronto.ca/nutrisci/faculty/Labbe>
>>
>> Assistant - Lucile Lo (416) 978-2422<tel:%28416%29%20978-2422>;
>> lucile.lo@utoronto.ca<mailto:lucile.lo@utoronto.ca>
>>
>>
>> From: John Sievenpiper
>> [mailto:john.sievenpiper@alumni.utoronto.ca<mailto:john.sievenpiper@alumni.utoronto.ca>]
>> Sent: Friday, January 18, 2013 10:30 PM
>> To: Mary Labbe
>> Subject: Re: FW: Inteum Request - Coca Cola Company Agreement - Jenkins
>>
>> Nothing attached.
>>
>> J
>> On Fri, Jan 18, 2013 at 5:41 PM, Mary Labbe
>> <Mary.Labbe@utoronto.ca<mailto:Mary.Labbe@utoronto.ca>> wrote:
>> See attached. Mary
>>
>> Mary R. L'Abbe, PhD
>> Earle W. McHenry Professor, and
>> Chair, Department of Nutritional Sciences Faculty of Medicine,
>> University of Toronto FitzGerald Building, 150 College Street, Rm 315
>> Toronto, ON, Canada M5S 3E2
>> Tel: (416) 978-7235<tel:%28416%29%20978-7235>; Fax: (416)
>> 971-2366<tel:%28416%29%20971-2366>
>> Cell: (416) 605-1902<tel:%28416%29%20605-1902>
>> E-mail: mary.labbe@utoronto.ca<mailto:mary.labbe@utoronto.ca>
>> Web: <http://www.utoronto.ca/nutrisci/faculty/Labbe>
>>
>> Assistant - Lucile Lo (416) 978-2422<tel:%28416%29%20978-2422>;
>> lucile.lo@utoronto.ca<mailto:lucile.lo@utoronto.ca>
>>
>>
>> -----Original Message-----
>> From: Alison Buchan
>> Sent: January-18-13 3:28 PM
>> To: Mary Labbe
>> Subject: RE: Inteum Request - Coca Cola Company Agreement - Jenkins
>>
>> Hi Mary,
>> As your Department receives the majority of the overhead yes I agree.
>> Regards
>> Alison
>>
>> -----Original Message-----
>> From: Mary Labbe
>> Sent: Friday, January 18, 2013 3:24 PM
>> To: Alison Buchan
>> Subject: FW: Inteum Request - Coca Cola Company Agreement - Jenkins
>>
>> This request came to me. it is pretty self explanatory. I am OK
>> (this
>> occasion) to the reduced overhead from 40% to 20% - are you? Mary
>>
>> Mary R. L'Abbe, PhD
>> Earle W. McHenry Professor, and
>> Chair, Department of Nutritional Sciences Faculty of Medicine,
>> University of Toronto FitzGerald Building, 150 College Street, Rm 315
>> Toronto, ON, Canada M5S 3E2
>> Tel: (416) 978-7235<tel:%28416%29%20978-7235>; Fax: (416)

>> 971-2366<tel:%28416%29%20971-2366>
>> Cell: (416) 605-1902<tel:%28416%29%20605-1902>
>> E-mail: mary.labbe@utoronto.ca<mailto:mary.labbe@utoronto.ca>
>> Web: http://www.utoronto.ca/nutrisci/faculty/Labbe
>>
>> Assistant - Lucile Lo (416) 978-2422<tel:%28416%29%20978-2422>;
>> lucile.lo@utoronto.ca<mailto:lucile.lo@utoronto.ca>
>>
>> -----Original Message-----
>> From: John Sievenpiper
>> [mailto:john.sievenpiper@medportal.ca<mailto:john.sievenpiper@medporta
>> l.ca>]
>> Sent: January-14-13 10:49 AM
>> To: Mary Labbe
>> Cc: Vijay Chetty; Lauren Gogo; NutritionProject NutritionProject
>> Subject: Re: Inteum Request - Coca Cola Company Agreement - Jenkins
>>
>> Mary,
>>
>> We have just received the cheque for a new "unrestricted" grant from
>> the Coca Cola Company.
>>
>> As the budget was already reduced by nearly 50% from the requested
>> \$86,250.00 to \$45,000.00, we would be grateful for a "partial waiver"
>> of the overhead from 40% to 20%.
>>
>> For your reference, please find attached the original proposal and RIS
>> form for this grant.
>>
>> Many thanks for considering our request.
>>
>> Kind regards,
>>
>> Best wishes,
>>
>> John
>>
>> --
>> *John L Sievenpiper, MD, PhD*
>>
>> Knowledge Synthesis Lead
>> Toronto 3D Knowledge Synthesis and Clinical Trials Unit Clinical
>> Nutrition and Risk Factor Modification Centre St. Michael's Hospital
>> #6130-61 Queen Street East,
>> Toronto, ON, M5C 2T2, CANADA
>> T: +1 416 867 7475<tel:%2B1%20416%20867%207475>
>> M: +1 416 305 4288<tel:%2B1%20416%20305%204288>
>> F: +1 416 867 7495<tel:%2B1%20416%20867%207495>
>> E: john.sievenpiper@utoronto.ca<mailto:john.sievenpiper@utoronto.ca>
>>
>> Resident Physician (PGY-4)
>> Department of Pathology and Molecular Medicine Faculty of Health
>> Sciences, McMaster University HSC-2N22B, 1200 Main St. W Hamilton, ON,
>> L8N 3Z5, CANADA
>> T: 905-521-2100, ext. 42067<tel:905-521-2100%2C%20ext.%2042067>
>> P: 905-521-2100<tel:905-521-2100>, pager 6696
>> E: john.sievenpiper@medportal.ca<mailto:john.sievenpiper@medportal.ca>
>>
>>
>> This information is directed in confidence solely to the person named
>> above and may not otherwise be distributed, copied or disclosed.
>> Therefore, this information should be considered strictly
>> confidential. If you have received this email in error, please notify
>> the sender immediately via a return email for further direction. Thank you
>> for your assistance.



John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

FW: Inteum Request - Coca Cola Company Agreement - Jenkins

John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

Tue, Feb 5, 2013 at 12:15 PM

To: Margaret Leahy <maleahy@coca-cola.com>

Cc: "Trudy T. Strawn" <trstrawn@coca-cola.com>, "Anthony S. Cabrera" <antcabrera@coca-cola.com>, Lauren Gogo <lauren.gogo@utoronto.ca>

Marge:

Can you or your team help resolve this issue with our unrestricted Coca Cola grant?

Many Thanks!

John

On 2/5/13, Lauren Gogo <lauren.gogo@utoronto.ca> wrote:

> Hi John,

>

> I haven't received the fully signed contract or an approval to extend the grant end date. Would you be able to get in touch with your contact there as well?

>

> I did receive the cheque from Vijay, so I've created the budget. Currently the fund end date is set up as Dec 31, 2012 though.

>

> The fund number is 494021.

>

> Thanks,

> Lauren

>

> Lauren Gogo, MBT

> Contracts Officer

> Innovations and Partnerships Office

> University of Toronto

>

> Tel: 416-978-1512

> Fax: 416-978-6052

> Email: lauren.gogo@utoronto.ca <mailto:lauren.gogo@utoronto.ca>

>

>

> -----Original Message-----

> From: John Sievenpiper [mailto:john.sievenpiper@alumni.utoronto.ca]

> Sent: Monday, January 21, 2013 2:43 PM

> To: Lauren Gogo

> Cc: Vijay Chetty

> Subject: Re: FW: Inteum Request - Coca Cola Company Agreement - Jenkins

>

> Lauren:

>

> Many thanks for reply. Vijay did receive the cheque. She indicated that she will be sending it along to you shortly.

>

> I would be most grateful, if you would please have them extend the grant for another year at a minimum or preferably 3 years to allow for any carryover.

>

> Best,

>

> John

>
>
>
>
> On 1/21/13, Lauren Gogo <lauren.gogo@utoronto.ca> wrote:
>> Hi John,
>>
>> Thanks. So have you already received money from Coca Cola? The grant
>> was supposed to only go until December 31, 2012. Do I need to contact
>> them and change this date?
>>
>> Thanks,
>> Lauren
>>
>> Lauren Gogo, MBT
>> Contracts Officer
>> Innovations and Partnerships Office
>> University of Toronto
>>
>> Tel: 416-978-1512
>> Fax: 416-978-6052
>> Email: lauren.gogo@utoronto.ca<mailto:lauren.gogo@utoronto.ca>
>> <mailto:lauren.gogo@utoronto.ca>
>>
>> From: John Sievenpiper [mailto:john.sievenpiper@alumni.utoronto.ca]
>> Sent: Saturday, January 19, 2013 12:47 AM
>> To: Lauren Gogo
>> Subject: Fwd: FW: Inteum Request - Coca Cola Company Agreement -
>> Jenkins
>>
>> Please see the approval below regarding the partial waiver of the
>> overhead (from 40% to 20%) for this grant.
>>
>> Many thanks,
>>
>> J
>> ----- Forwarded message -----
>> From: John Sievenpiper
>> <john.sievenpiper@alumni.utoronto.ca<mailto:john.sievenpiper@alumni.utoronto.ca>>
>> Date: Sat, Jan 19, 2013 at 12:44 AM
>> Subject: Re: FW: Inteum Request - Coca Cola Company Agreement -
>> Jenkins
>> To: Mary Labbe <Mary.Labbe@utoronto.ca<mailto:Mary.Labbe@utoronto.ca>>
>> Cc:
>> "NutritionProject@smh.toronto.on.ca<mailto:NutritionProject@smh.toronto.on.ca>"
>> <NutritionProject@smh.toronto.on.ca<mailto:NutritionProject@smh.toronto.on.ca>>
>> o.on.ca>>
>>
>>
>> Many thanks!
>>
>> John
>>
>> On Sat, Jan 19, 2013 at 12:23 AM, Mary Labbe
>> <Mary.Labbe@utoronto.ca<mailto:Mary.Labbe@utoronto.ca>> wrote:
>> Sorry. Meant see below. She OK'd it. Mary
>>
>>
>> Mary R. L'Abbe, PhD
>> Earle W. McHenry Professor, and Chair, Department of Nutritional
>> Sciences Faculty of Medicine, University of Toronto FitzGerald
>> Building, 150 College Street, Rm 315 Toronto, ON, Canada M5S 3E2
>> Tel: (416) 978-7235<tel:%28416%29%20978-7235>; Fax: (416)
>> 971-2366<tel:%28416%29%20971-2366>



John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

contract

Susan A. Roberts <suroberts@coca-cola.com>
To: John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

Wed, Nov 20, 2013 at 9:18 PM

Hi John, I have an important update for you and want to know if there is a good time to talk in person. I am free tonight or tomorrow morning (though I am going to the pediatrician office in am, this will not take more than 5min).
Thanks, Susan

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winmail.dat
5K



John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

contract

John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>
To: "Susan A. Roberts" <suroberts@coca-cola.com>

Wed, Nov 20, 2013 at 9:22 PM

do you want to talk now?

J

[Quoted text hidden]

--

John L Sievenpiper, MD, PhD

Knowledge Synthesis Lead
Toronto 3D Knowledge Synthesis and Clinical Trials Unit
Clinical Nutrition and Risk Factor Modification Centre
St. Michael's Hospital
#6137-61 Queen Street East,
Toronto, ON, M5C 2T2, CANADA
T: +1 416 867 7475
M: +1 416 305 4288
F: +1 416 867 7495
E: john.sievenpiper@utoronto.ca

Resident Physician (PGY-5)
Department of Pathology and Molecular Medicine
Faculty of Health Sciences,
McMaster University
HSC-2N10, 1200 Main St. W
Hamilton, ON, L8N 3Z5, CANADA
T: 905-521-2100, ext. 76594
P: 905-521-2100, pager 6696
E: john.sievenpiper@medportal.ca



John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

contract

John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

Wed, Nov 20, 2013 at 9:22 PM

To: "Susan A. Roberts" <suroberts@coca-cola.com>

You call me on 416-968-1200

J

[Quoted text hidden]



John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

no news

Susan A. Roberts <suroberts@coca-cola.com>

Thu, Nov 21, 2013 at 10:24 PM

To: John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

John, just letting you know that the lawyer I am working with is out of the office until next week. I will pick it back up when she has an update for your review.

Really great talking with you last night. Good luck with the big Portfolio study, it will be one of a kind!

Susan

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 **winmail.dat**
5K



John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

no news**John Sievenpiper** <john.sievenpiper@alumni.utoronto.ca>

Thu, Nov 21, 2013 at 10:27 PM

To: "Susan A. Roberts" <suroberts@coca-cola.com>

Thanks for the update. I hope all is well with your daughter...

Best!

J

[Quoted text hidden]

--

John L Sievenpiper, MD, PhD

Knowledge Synthesis Lead
Toronto 3D Knowledge Synthesis and Clinical Trials Unit
Clinical Nutrition and Risk Factor Modification Centre
St. Michael's Hospital
#6137-61 Queen Street East,
Toronto, ON, M5C 2T2, CANADA
T: +1 416 867 7475
M: +1 416 305 4288
F: +1 416 867 7495
E: john.sievenpiper@utoronto.ca

Resident Physician (PGY-5)
Department of Pathology and Molecular Medicine
Faculty of Health Sciences,
McMaster University
HSC-2N10, 1200 Main St. W
Hamilton, ON, L8N 3Z5, CANADA
T: 905-521-2100, ext. 76594
P: 905-521-2100, pager 6696
E: john.sievenpiper@medportal.ca



John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

no news

Susan A. Roberts <suroberts@coca-cola.com>
To: John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

Thu, Nov 21, 2013 at 10:44 PM

Her eye was fine, scratch just missed eye duct and cornea seemed to be ok. Mom feels better now. Thanks for asking!

From: John Sievenpiper [mailto:john.sievenpiper@alumni.utoronto.ca]
Sent: Thursday, November 21, 2013 10:28 PM
To: Susan A. Roberts
Subject: Re: no news

[Quoted text hidden]

[Quoted text hidden]



John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

no news

John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

To: "Susan A. Roberts" <suroberts@coca-cola.com>

Thu, Nov 21, 2013 at 10:49 PM

Glad to hear!

J

[Quoted text hidden]



John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

FW: U of Toronto - John Sievenpiper - Unrestricted Grant \$45,000.DOC

Susan A. Roberts <suroberts@coca-cola.com>

Mon, Nov 25, 2013 at 9:03 AM

To: John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

Hello John, attached is updated proposed agreement for the unrestricted grant. Let me know if it meets your approval.
Thank you, Susan

From: Cheryl Zettler

Sent: Monday, November 25, 2013 8:41 AM

To: Susan A. Roberts

Subject: U of Toronto - John Sievenpiper - Unrestricted Grant \$45,000.DOC

Good morning, Susan. I apologize for the confusion. Last week was crazy with everyone trying to wrap up work before their planned vacations this week. Here's the correct draft.

Please let me know if I can be of further assistance.

P. Cheryl Zettler

Senior Supply Chain Paralegal

The Coca-Cola Company

PH: (404) 676-4977

FX: (404) 598-4977

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U of Toronto - John Sievenpiper - Unrestricted Grant \$45,000.DOC

47K



ONE COCA-COLA PLAZA
ATLANTA, GEORGIA

November 21, 2013

John L. Sievenpiper MD, Ph.D.
Department of Pathology and Molecular Medicine
Faculty of Health Sciences

and

David J.A. Jenkins, M.D., Ph.D., D.Sc.
Professor
Canada Research Chair in Nutrition and Metabolism
Department of Nutritional Sciences
Director, Risk Factor Modification Centre, St. Michael's Hospital

Address: McMaster-University of Toronto
1280 Main Street West The FitzGerald Building, Room 340
Hamilton, Ontario, L8S 4L8 150 College Street
Toronto, ON
M5S 3E2
CANADA

Re: \$745,000 Unrestricted Grant from The Coca-Cola Company to University of Toronto

Dear Drs. Sievenpiper and Jenkins:

This letter serves as a grant agreement (the "**Agreement**") made on this 21st day of November, 2013, between The Coca-Cola Company, a Delaware corporation having its principal place of business at One Coca-Cola Plaza, Atlanta, Georgia 30313 (hereinafter referred to as "**TCCC**"), and the Department of Nutritional Sciences Faculty of Medicine, University of Toronto, a not-for-profit organization having its principal place of business at The Fitzgerald Building, 150 College Street, Toronto, ON, M5S 3E2, Canada (hereinafter referred to as "**U of T**"), to support the work of U of T as described below.

Grant Purpose:

TCCC will provide grant monies as specified in this Agreement for and to be used by U of T to support the knowledge translation activities related to Drs. John Sievenpiper's and David Jenkins' its-ongoing research program of the effect of fructose-containing sugars on cardiometabolic risk. This program currently includes 10 systematic reviews and meta-analyses in various stages of conduct and several others in the planning stages of Drs. John Sievenpiper and David Jenkins "**Purpose.**"

Grant Amount:

The total grant amount awarded by TCCC to U of T is U.S. \$745,000. All grant monies will be used by U of T for purposes of and to support the Purpose as set forth above.

Payment Schedule:

TCCC will pay U of T the sum of U.S. \$745,000 (the “**Grant Payment**”) following the execution of this Agreement by both parties and within thirty (30) calendar days of receipt of a written invoice from U of T for such Grant Payment.

U of T agrees that all grant monies provided by TCCC hereunder will be spent and/or used by U of T only for the purposes of and to support the Purpose. U of T further agrees that the grant monies provided by TCCC hereunder will be used solely to pay costs consistent with this Agreement and associated with the above-described Purpose.

Other Grant Terms:

- **Accounting:** U of T will administer and account for the payment made by TCCC under this Agreement in accordance with (i) U of T’s financial policies and rules, (ii) all applicable laws and regulations, and (iii) all rules, procedures and practices consistent with good commercial practice and generally accepted accounting principles (GAAP).
- **TCCC’s Right of Inspection:** TCCC and its agents will have a reasonable right of inspection to review and examine U of T’s books and records relating to this Agreement for purposes of evaluating and auditing compliance hereunder and for tax-related purposes. The preceding right of TCCC and obligation of U of T will survive the expiration or termination of this Agreement.
- **Communication and Use of the Other Party’s Name/Trademarks:** U of T and TCCC agree to consult with each other and work together in good faith regarding any communication to any third party(ies) (e.g., media, stakeholders, etc.) regarding this Agreement and/or U of T’s and TCCC’s relationship.

U of T will afford TCCC the prior right to review and approve (or reject) any communication or other material developed by U of T or its employees, contractors or agents discussing this Agreement or ~~the underlying grant, the related work or accomplishments of U of T and/or TCCC, or any related or other association between U of T and TCCC, or otherwise mentioning TCCC’s name or displaying TCCC’s trademarks.~~ U of T or its employees, contractors or agents will not have the right to publish or otherwise disclose any such communications or materials to any third party(ies) unless TCCC provides its approval in writing. TCCC agrees that its approval of any such communications or materials will not be unreasonably withheld.

Similarly, TCCC will afford U of T the prior right to review and approve (or reject) any communication or other material developed by TCCC or its employees, contractors or agents discussing this Agreement or the underlying grant, the related work or accomplishments of TCCC and/or U of T, or any related or other association between TCCC and U of T, or otherwise mentioning U of T’s name or displaying

U of T's trademarks. TCCC or its employees, contractors or agents will not have the right to publish or otherwise disclose any such communications or materials to any third party(ies) unless U of T provides its approval in writing. U of T agrees that its approval of any such communications or materials will not be unreasonably withheld.

In the event that either party is required by operation of law to disclose the identity of the other party and/or substance or details of this Agreement and/or the relationship between TCCC and U of T, then in such case the affected party agrees to notify the other in writing of such legal obligation and to consult with the other regarding the legally required disclosure. In such case, the affected party will limit its disclosure to only that required by law. This section on "Communication and Use of the Other Party's Name/Trademarks" will not be interpreted to prohibit or otherwise interfere with the affected party's legal duty.

- **Miscellaneous:** This Agreement constitutes the entire understanding and agreement of the parties relating to the subject matter hereof. This Agreement may not be amended, modified, or waived, whether in whole or in part, except by a separate writing signed by the authorized representatives of both parties. This Agreement is governed by the laws of the State of Georgia, without giving effect to any applicable conflict or choice of law rules.

Neither party may assign or delegate, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party. Nothing in this Agreement will be construed to make the parties employees or agents of each other, partners or participants in any joint venture, or to permit any party to bind the other party to any agreement, statement, obligation, or understanding. Where notice is required under this Agreement, it will be provided to each party via the contact name below and the address mentioned above unless a party instructs otherwise.

Nothing in this Agreement will be construed to grant any party or third-party any ownership, license, or authorization to use, or other right or interest in or to, any party's name, trademarks or other intellectual property without consent of the other party, except as may be expressly set forth hereunder.

By our respective signatures below, we agree on behalf of our respective organizations to all of the terms and conditions of this Agreement between TCCC and U of T dated November 21, 2013.

THE COCA-COLA COMPANY

**Department of Nutritional Sciences
Faculty of Medicine
UNIVERSITY OF TORONTO**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

FW: U of Toronto - John Sievenpiper - Unrestricted Grant \$45,000.DOC

John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

Mon, Nov 25, 2013 at 2:56 PM

To: "Susan A. Roberts" <suroberts@coca-cola.com>

Susan:

We looked it over again and still find it very restrictive for being an "unrestricted grant". In particular, there are still elements around approvals around disclosure and publication, etc... We have proposed removing a few different paragraphs to address this issue...

We would also like to rename the agreement an "unrestricted research donation" to avoid having to go through our research office (40% overhead) and facilitate things with the foundation office...

Thanks!

J

[Quoted text hidden]

--

John L Sievenpiper, MD, PhD

Knowledge Synthesis Lead
Toronto 3D Knowledge Synthesis and Clinical Trials Unit
Clinical Nutrition and Risk Factor Modification Centre
St. Michael's Hospital
#6137-61 Queen Street East,
Toronto, ON, M5C 2T2, CANADA
T: +1 416 867 7475
M: +1 416 305 4288
F: +1 416 867 7495
E: john.sievenpiper@utoronto.ca

Resident Physician (PGY-5)
Department of Pathology and Molecular Medicine
Faculty of Health Sciences,
McMaster University
HSC-2N10, 1200 Main St. W
Hamilton, ON, L8N 3Z5, CANADA
T: 905-521-2100, ext. 76594
P: 905-521-2100, pager 6696
E: john.sievenpiper@medportal.ca



U of Toronto - John Sievenpiper - Unrestricted Grant \$45,000+JLS (NOV 25 2013).DOC

51K



ONE COCA-COLA PLAZA
ATLANTA, GEORGIA

November 21, 2013

John L. Sievenpiper MD, Ph.D.
Department of Pathology and Molecular Medicine
Faculty of Health Sciences

and

David J.A. Jenkins, M.D., Ph.D., D.Sc.
Professor
Canada Research Chair in Nutrition and Metabolism
Department of Nutritional Sciences
Director, Risk Factor Modification Centre, St. Michael's Hospital

Address: McMaster University of Toronto
4280 Main Street West The FitzGerald Building, Room 340
Hamilton, Ontario, L8S 4L8 150 College Street
Toronto, ON
M5S 3E2
CANADA

Re: \$745,000 Unrestricted Grant-Research Donation from The Coca-Cola Company to
University of Toronto

Comment [n1]: We would like to call this an "Unrestricted Research Donation" to avoid having to go through research services and facilitate things with our donation office. Is this okay? ...

Dear Drs. Sievenpiper and Jenkins:

This letter serves as a research grant donation agreement (the "**Agreement**") made on this 21st day of November, 2013, between The Coca-Cola Company, a Delaware corporation having its principal place of business at One Coca-Cola Plaza, Atlanta, Georgia 30313 (hereinafter referred to as "**TCCC**"), and the Department of Nutritional Sciences Faculty of Medicine, University of Toronto, a not-for-profit organization having its principal place of business at The Fitzgerald Building, 150 College Street, Toronto, ON, M5S 3E2, Canada (hereinafter referred to as "**U of T**"), to support the work of U of T as described below.

Research Grant Donation Purpose:

TCCC will provide research donation grant monies as specified in this Agreement for and to be used by U of T to support the knowledge translation activities related to Drs. John Sievenpiper's and David Jenkins' its-ongoing research program of the effect of fructose-containing sugars on cardiometabolic risk. This program currently includes 10 systematic reviews and meta-analyses in various stages of conduct and several others in the planning stages of Drs. John Sievenpiper and David Jenkins "**Purpose**."

Classified - Confidential

Grant-Donation Amount:

The total research grant donation amount awarded by TCCC to U of T is U.S. \$745,000. All grantresearch donation monies will be used by U of T for purposes of and to support the Purpose as set forth above.

Payment Schedule:

TCCC will pay U of T the sum of U.S. \$745,000 (the "**GrantResearch Donation Payment**") following the execution of this Agreement by both parties and within thirty (30) calendar days of receipt of a written invoice from U of T for such GrantResearch donation Payment.

U of T agrees that all research grant donation monies provided by TCCC hereunder will be spent and/or used by U of T only for the purposes of and to support the Purpose. U of T further agrees that the grantresearch donation monies provided by TCCC hereunder will be used solely to pay costs consistent with this Agreement and associated with the above-described Purpose.

Other Grant-Research Donation Terms:

- **Accounting:** U of T will administer and account for the payment made by TCCC under this Agreement in accordance with (i) U of T's financial policies and rules, (ii) all applicable laws and regulations, and (iii) all rules, procedures and practices consistent with good commercial practice and generally accepted accounting principles (GAAP).
- **TCCC's Right of Inspection:** TCCC and its agents will have a reasonable right of inspection to review and examine U of T's books and records relating to this Agreement for purposes of evaluating and auditing compliance hereunder and for tax-related purposes. The preceding right of TCCC and obligation of U of T will survive the expiration or termination of this Agreement.
- **Communication and Use of the Other Party's Name/Trademarks:** U of T and TCCC agree to consult with each other and work together in good faith regarding any communication to any third party(ies) (e.g., media, stakeholders, etc.) regarding this Agreement and/or U of T's and TCCC's relationship.

~~U of T will afford TCCC the prior right to review and approve (or reject) any communication or other material developed by U of T or its employees, contractors or agents discussing this Agreement or accomplishments of U of T and/or TCCC, or any related or other association between U of T and TCCC, or otherwise mentioning TCCC's name or displaying TCCC's trademarks. U of T or its employees, contractors or agents will not have the right to publish or otherwise disclose any such communications or materials to any third party(ies) unless TCCC provides its approval in writing. TCCC agrees that its approval of any such communications or materials will not be unreasonably withheld.~~

~~Similarly, TCCC will afford U of T the prior right to review and approve (or reject) any communication or other material developed by TCCC or its employees, contractors or agents discussing this Agreement or the underlying grant, the related~~

Comment [n2]: We would like to reject these 3 paragraphs as they are not in the spirit of being "unrestrictive"

~~work or accomplishments of TCCC and/or U of T, or any related or other association between TCCC and U of T, or otherwise mentioning U of T's name or displaying U of T's trademarks. TCCC or its employees, contractors or agents will not have the right to publish or otherwise disclose any such communications or materials to any third party(ies) unless U of T provides its approval in writing. U of T agrees that its approval of any such communications or materials will not be unreasonably withheld.~~

~~In the event that either party is required by operation of law to disclose the identity of the other party and/or substance or details of this Agreement and/or the relationship between TCCC and U of T, then in such case the affected party agrees to notify the other in writing of such legal obligation and to consult with the other regarding the legally required disclosure. In such case, the affected party will limit its disclosure to only that required by law. This section on "Communication and Use of the Other Party's Name/Trademarks" will not be interpreted to prohibit or otherwise interfere with the affected party's legal duty.~~

- **Miscellaneous:** This Agreement constitutes the entire understanding and agreement of the parties relating to the subject matter hereof. This Agreement may not be amended, modified, or waived, whether in whole or in part, except by a separate writing signed by the authorized representatives of both parties. This Agreement is governed by the laws of the State of Georgia, without giving effect to any applicable conflict or choice of law rules.

Neither party may assign or delegate, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party. Nothing in this Agreement will be construed to make the parties employees or agents of each other, partners or participants in any joint venture, or to permit any party to bind the other party to any agreement, statement, obligation, or understanding. Where notice is required under this Agreement, it will be provided to each party via the contact name below and the address mentioned above unless a party instructs otherwise.

Nothing in this Agreement will be construed to ~~grant~~research donation any party or third-party any ownership, license, or authorization to use, or other right or interest in or to, any party's name, trademarks or other intellectual property without consent of the other party, except as may be expressly set forth hereunder.

By our respective signatures below, we agree on behalf of our respective organizations to all of the terms and conditions of this Agreement between TCCC and U of T dated November 21, 2013.

THE COCA-COLA COMPANY

**Department of Nutritional Sciences
Faculty of Medicine
UNIVERSITY OF TORONTO**

By: _____

By: _____

Classified - Confidential

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University of Toronto
Page 4
November 21, 2013

Name: _____
Title: _____

Name: _____
Title: _____

Classified - Confidential



John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

FW: U of Toronto - John Sievenpiper - Unrestricted Grant \$45,000.DOC

Susan A. Roberts <suroberts@coca-cola.com>
To: John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

Mon, Nov 25, 2013 at 3:04 PM

John, I was under the impression that the requested changes were made. Sorry I passed it on before confirming, but I am booked solid today and did not want to delay getting it to you. I have passed it onto our legal recommending that your tracked changes be made. I believe they are still in the office, so hopefully we'll hear back from them today.

Thanks, Susan

From: John Sievenpiper [mailto:john.sievenpiper@alumni.utoronto.ca]
Sent: Monday, November 25, 2013 2:56 PM
To: Susan A. Roberts
Subject: Re: FW: U of Toronto - John Sievenpiper - Unrestricted Grant \$45,000.DOC

[Quoted text hidden]
[Quoted text hidden]



John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

FW: U of Toronto - John Sievenpiper - Unrestricted Grant \$45,000.DOC

John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>
To: "Susan A. Roberts" <suroberts@coca-cola.com>

Mon, Nov 25, 2013 at 3:38 PM

great! thanks!

J

[Quoted text hidden]



John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

FW: U of Toronto - John Sievenpiper - Unrestricted Grant \$45,000.DOC

John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

Mon, Nov 25, 2013 at 3:40 PM

To: "Susan A. Roberts" <suroberts@coca-cola.com>

i should say, the changes we discussed were made in part. There were just a few other spots i noticed regarding approvals to publish/disclose in the same section. I have requested that these entire sections be removed. It may be a bit radical for them, but I think it is important if this agreement is really to be perceived as "unrestricted"...

Thanks for all your help!

J

[Quoted text hidden]



John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

FW: U of Toronto - John Sievenpiper - Unrestricted Grant \$45,000.DOC

Susan A. Roberts <suroberts@coca-cola.com>

Mon, Nov 25, 2013 at 3:45 PM

To: John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

I see. Good to know. I hope we'll be amenable to the changes given what we are trying to achieve. It may take a little extra time especially during the US Thanksgiving holiday (many take the whole week off). I will keep you posted. It's great working with you because you always seem to be at arms-length!

And give my best to David, in addition to his great knowledge, I remember him as always being kind, considerate and caring for the student.

Susan

From: John Sievenpiper [mailto:john.sievenpiper@alumni.utoronto.ca]**Sent:** Monday, November 25, 2013 3:40 PM

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]



John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

FW: U of Toronto - John Sievenpiper - Unrestricted Grant \$45,000.DOC

John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>
To: "Susan A. Roberts" <suroberts@coca-cola.com>

Mon, Nov 25, 2013 at 4:10 PM

All still true re David... He is very pleased to hear how well you are doing and sends his best wishes...

Thanks!

J

[Quoted text hidden]



John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

FW: U of Toronto - John Sievenpiper - Unrestricted Grant \$45,000.DOC

John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

Tue, Nov 26, 2013 at 5:07 PM

To: "Susan A. Roberts" <suroberts@coca-cola.com>

Susan:

What is our time frame for this request? I leave for Australia on Thursday and want to make sure there is a plan in place for getting the contract finalized...

Best,

J

[Quoted text hidden]



John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

FW: U of Toronto - John Sievenpiper - Unrestricted Grant \$45,000.DOC

Susan A. Roberts <suroberts@coca-cola.com>

Tue, Nov 26, 2013 at 10:50 PM

To: John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

John, the feedback was the following:

We will need to keep in some language in the agreement specifying that The Coca-Cola Company name will not be used unless authorized. I doubt you have a concern about this staying in so we will re-work the language on the next draft. We are also inquiring whether the agreement can be changed from an unrestricted grant to an unrestricted research donation. Since it is Thanksgiving this week I am unsure we'll hear back (the lawyers I am working with are off for the holiday). We're getting close to cut-offs, but I am still hopeful we will manage to get this settled in time to move it through our system by year end. Will you be available early next week if necessary?

I hope all goes well at the IDF meeting, Susan

From: John Sievenpiper [mailto:john.sievenpiper@alumni.utoronto.ca]**Sent:** Tuesday, November 26, 2013 5:07 PM

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]



John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

FW: U of Toronto - John Sievenpiper - Unrestricted Grant \$45,000.DOC

John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

Tue, Nov 26, 2013 at 10:55 PM

To: "Susan A. Roberts" <suroberts@coca-cola.com>

Thanks! I will be in Australia but will be receiving emails next week. If needed, then I should be able to sign, scan, and email using the hotel business centre. That being said... our Chair Mary L'Abbe will likely need to be the signatory representing the Department, so I will give her a heads up...

Happy Thanksgiving!

J

[Quoted text hidden]



UNIVERSITY OF
TORONTO

John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

FW: U of Toronto - John Sievenpiper - Unrestricted Grant \$45,000.DOC

Susan A. Roberts <suroberts@coca-cola.com>
To: John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

Wed, Nov 27, 2013 at 12:17 AM

Thanks, I'll get back to you as soon as possible!

From: John Sievenpiper [mailto:john.sievenpiper@alumni.utoronto.ca]
Sent: Tuesday, November 26, 2013 10:56 PM

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]



John Sievenpiper <john.sievenpiper@medportal.ca>

Coke Company Agreement- Drs. John Sievenpiper & Jenkins

John Sievenpiper <john.sievenpiper@medportal.ca>

Fri, Dec 6, 2013 at 11:17 AM

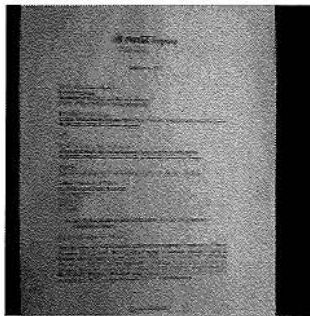
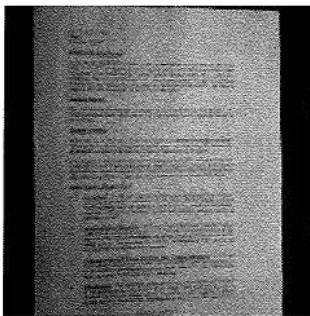
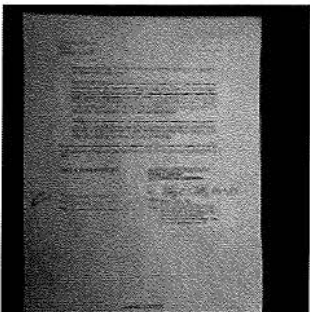
To: "Susan A. Roberts" <suroberts@coca-cola.com>, Vanessa Ha <HaV@smh.ca>, Vanessa <vanessa.ha@utoronto.ca>

Just got into vancouver. Is this okay?

Thanks everyone for your hardwork!

J

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3 attachments**IMG_00000002.jpg**
1063K**IMG_00000003.jpg**
1241K**IMG_00000004.jpg**
1110K

The Coca-Cola Company

ONE COCA-COLA PLAZA
ATLANTA, GEORGIA

December 5, 2013

John L. Sievenpiper MD, Ph.D.
Resident Physician,
Department of Pathology and Molecular Medicine,
Faculty of Health Sciences, McMaster University

Knowledge Synthesis Lead,
Toronto 3D Knowledge Synthesis and Clinical Trials Unit, Clinical Nutrition and Risk Factor
Modification Centre, St. Michael's Hospital

and

David J.A. Jenkins, M.D., Ph.D., D.Sc.
University Professor and Canada Research Chair in Nutrition and Metabolism
Department of Nutritional Sciences, Faculty of Medicine, University of Toronto

Director,
Clinical Nutrition and Risk Factor Modification Centre, St. Michael's Hospital

Address: University of Toronto
The FitzGerald Building, Room 340
150 College Street
Toronto, ON
M5S 3E2
CANADA

Re: \$45,000 Unrestricted Research Donation from The Coca-Cola Company to
University of Toronto

Dear Drs. Sievenpiper and Jenkins:

This letter serves as a research donation agreement (the "Agreement") made on this 5th day of December, 2013, between The Coca-Cola Company, a Delaware corporation having its principal place of business at One Coca-Cola Plaza, Atlanta, Georgia 30313 (hereinafter referred to as "TCCC"), and the Department of Nutritional Sciences Faculty of Medicine, University of Toronto, a not-for-profit organization having its principal place of business at The Fitzgerald Building, 150 College Street, Toronto, ON, M5S 3E2, Canada (hereinafter referred to as "U of T"), to support the work of U of T as described below.

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University of Toronto
Page 2
December 5, 2013

Research Donation Purpose:

TCCC will provide research donation monies as specified in this Agreement for and to be used by U of T to support the knowledge translation activities related to Drs. John Stevenpiper's and David Jenkins' ongoing research program of the effect of fructose-containing sugars on cardiometabolic risk. This program currently includes 10 systematic reviews and meta-analyses in various stages of conduct and several others in the planning stages of Drs. John Stevenpiper and David Jenkins "Purpose."

Donation Amount:

The total research donation amount awarded by TCCC to U of T is U.S. \$45,000. All research donation monies will be used by U of T for purposes of and to support the Purpose as set forth above.

Payment Schedule:

TCCC will pay U of T the sum of U.S. \$45,000 (the "Research Donation Payment") following the execution of this Agreement by both parties and within thirty (30) calendar days of receipt of a written invoice from U of T for such Research donation Payment.

U of T agrees that all research donation monies provided by TCCC hereunder will be spent and/or used by U of T only for the purposes of and to support the Purpose. U of T further agrees that the research donation monies provided by TCCC hereunder will be used solely to pay costs consistent with this Agreement and associated with the above-described Purpose.

Other Research Donation Terms:

- **Accounting:** U of T will administer and account for the payment made by TCCC under this Agreement in accordance with (i) U of T's financial policies and rules, (ii) all applicable laws and regulations, and (iii) all rules, procedures and practices consistent with good commercial practice and generally accepted accounting principles (GAAP).
- **TCCC's Right of Inspection:** TCCC and its agents will have a reasonable right of inspection to review and examine U of T's books and records relating to this Agreement for purposes of evaluating and auditing compliance hereunder and for tax-related purposes. The preceding right of TCCC and obligation of U of T will survive the expiration or termination of this Agreement.
- **Communication and Use of the Other Party's Name/Trademarks:** U of T and TCCC agree to consult with each other and work together in good faith regarding any communication to any third party(ies) (e.g., media, stakeholders, etc.) regarding this Agreement and/or U of T's and TCCC's relationship.
- **Miscellaneous:** This Agreement constitutes the entire understanding and agreement of the parties relating to the subject matter hereof. This Agreement may not be amended, modified, or waived, whether in whole or in part, except by a separate writing signed by the authorized representatives of both parties. This Agreement is

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University of Toronto
Page 3
November 21, 2013

governed by the laws of the State of Georgia, without giving effect to any applicable conflict or choice of law rules.

Neither party may assign or delegate, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party. Nothing in this Agreement will be construed to make the parties employees or agents of each other, partners or participants in any joint venture, or to permit any party to bind the other party to any agreement, statement, obligation, or understanding. Where notice is required under this Agreement, it will be provided to each party via the contact name below and the address mentioned above unless a party instructs otherwise.

Nothing in this Agreement will be construed to research donation any party or third-party any ownership, license, or authorization to use, or other right or interest in or to, any party's name, trademarks or other intellectual property without consent of the other party, except as may be expressly set forth hereunder.

By our respective signatures below, we agree on behalf of our respective organizations to all of the terms and conditions of this Agreement between TCCC and U of T dated December 5, 2013.

THE COCA-COLA COMPANY

By: _____
Name: _____
Title: _____

Department of Nutritional Sciences
Faculty of Medicine
UNIVERSITY OF TORONTO

By: *Mary R. L'Abbe, Dec 6/13*
Name: Mary R. L'Abbe, PhD
Title: Earle W. McHenry Professor, and Chair
Dept Nutritional Sciences, Univ Toronto
FitzGerald Building, 150 College St. Rm 315
Toronto, ON, Canada M5S 3E2
Tel: (416) 978-7235, Fax: (416) 971-2366
E-mail: mary.labbe@utoronto.ca

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John Sievenpiper <john.sievenpiper@medportal.ca>

Coke Company Agreement- Drs. John Sievenpiper & Jenkins

Susan A. Roberts <suroberts@coca-cola.com>

Fri, Dec 6, 2013 at 11:24 AM

To: John Sievenpiper <john.sievenpiper@medportal.ca>, Vanessa Ha <HaV@smh.ca>, Vanessa <vanessa.ha@utoronto.ca>

Should be John. Glad your team was able to find a way to sign the document today (cheers!). Kindly send the signed PDF whenever possible, we will counter sign and return a copy for your files!

From: John Sievenpiper [mailto:john.sievenpiper@medportal.ca]**Sent:** Friday, December 06, 2013 11:18 AM**To:** Susan A. Roberts; Vanessa Ha; Vanessa**Subject:** Fwd: Re: Coke Company Agreement- Drs. John Sievenpiper & Jenkins

[Quoted text hidden]

CONFIDENTIALITY NOTICE

NOTICE: This message is intended for the use of the individual or entity to which it is addressed and may contain information that is confidential, privileged and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, you are hereby notified that any printing, copying, dissemination, distribution, disclosure or forwarding of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately and delete it from your system. Thank You.



John Sievenpiper <john.sievenpiper@medportal.ca>

Coke Company Agreement- Drs. John Sievenpiper & Jenkins

John Sievenpiper <john.sievenpiper@medportal.ca>

Fri, Dec 6, 2013 at 11:28 AM

To: "Susan A. Roberts" <suroberts@coca-cola.com>

Cc: Vanessa Ha <HaV@smh.ca>, Vanessa <vanessa.ha@utoronto.ca>

Thanks for your support and 'flexibility' in this process!

We are now boarding our next flight...

Best!

J

[Quoted text hidden]



John Sievenpiper <John.sievenpiper@medportal.ca>

Coke Company Agreement- Drs. John Sievenpiper & Jenkins

Susan A. Roberts <suroberts@coca-cola.com>

Fri, Dec 6, 2013 at 11:29 AM

To: John Sievenpiper <John.sievenpiper@medportal.ca>

Cc: Vanessa Ha <HaV@smh.ca>, Vanessa <vanessa.ha@utoronto.ca>

Have a good flight home. It'll be nice to be home for the weekend.

From: John Sievenpiper [mailto:John.sievenpiper@medportal.ca]

Sent: Friday, December 06, 2013 11:28 AM

To: Susan A. Roberts

Cc: Vanessa Ha; Vanessa

Subject: RE: Re: Coke Company Agreement- Drs. John Sievenpiper & Jenkins

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[Quoted text hidden]



John Sievenpiper <john.sievenpiper@medportal.ca>

Coke Company Agreement- Drs. John Sievenpiper & Jenkins

John Sievenpiper <john.sievenpiper@medportal.ca>

Fri, Dec 6, 2013 at 11:36 AM

To: "Susan A. Roberts" <suroberts@coca-cola.com>

Cc: Vanessa <vanessa.ha@utoronto.ca>, Vanessa Ha <HaV@smh.ca>

Quite right. I cannot wait to get back and see the family...

Best!

J

[Quoted text hidden]



John Sievenpiper <john.sievenpiper@medportal.ca>

Coke Company Agreement- Drs. John Sievenpiper & Jenkins

Susan A. Roberts <suroberts@coca-cola.com>

Fri, Dec 6, 2013 at 12:14 PM

To: Vanessa Ha <HaV@smh.ca>, John Sievenpiper <john.sievenpiper@medportal.ca>, Vanessa
<vanessa.ha@utoronto.ca>

Perfect thank you!

From: Vanessa Ha [mailto:HaV@smh.ca]
Sent: Friday, December 06, 2013 12:00 PM
To: Susan A. Roberts; John Sievenpiper; Vanessa

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[Quoted text hidden]

[Quoted text hidden]



John Sievenpiper <john.sievenpiper@medportal.ca>

Coke Company Agreement- Drs. John Sievenpiper & Jenkins

Susan A. Roberts <suroberts@coca-cola.com>

Tue, Dec 10, 2013 at 11:00 PM

To: Vanessa Ha <HaV@smh.ca>, John Sievenpiper <john.sievenpiper@medportal.ca>, Vanessa
<vanessa.ha@utoronto.ca>

Hello Vanessa, just checking if the electronic copy of the signed agreement by Dr. L'Abbe will be available soon?

Thank you, Susan

From: Vanessa Ha [mailto:HaV@smh.ca]

Sent: Friday, December 06, 2013 12:00 PM

To: Susan A. Roberts; John Sievenpiper; Vanessa

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]



John Sievenpiper <john.sievenpiper@medportal.ca>

Coke Company Agreement- Drs. John Sievenpiper & Jenkins

John Sievenpiper <john.sievenpiper@medportal.ca>

Tue, Dec 10, 2013 at 11:36 PM

To: "Susan A. Roberts" <suroberts@coca-cola.com>

Susan:

Sorry about this. I assumed that it had been sent by her secretary directly to you. Hopefully, it should be sent first thing tomorrow morning...

Best,

J

[Quoted text hidden]

--

John L Sievenpiper, MD, PhD

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Faculty of Health Sciences,
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John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

Invoice for unrestricted grant/donation

Susan A. Roberts <suroberts@coca-cola.com>

Thu, Dec 12, 2013 at 10:06 AM

To: John Sievenpiper <john.sievenpiper@alumni.utoronto.ca>

Hello John, can you please send the invoice for this agreement? We can process it as soon as we receive the signed pdf from Marie L'Abbe and finance is hassling me since they are closing their year-end.
Thank you, Susan

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