# Industry Research Award

**Proposal request to Fresenius Kabi**

 **for funding**

**the ESICM Fresenius Kabi Clinical Nutrition Award 2026**

Draft proposal October 2025

Whereas

The promotion of Research activities is one of the ESICM main goals as laid down in its mission statement: *Working to promote the highest standards of multidisciplinary care of critically ill patients and their families through education, research and professional development*.

The Industry Research Awards are aimed at promoting excellence in Research activities related to Intensive Care in Europe. The Industry Research Awards provide financial support to young intensivists or to senior investigators, members of the ESICM, in order to develop an independent research programme. These Industry Research Awards grant investigators with the opportunity for peer recognition for scientific research.

Therefore, we propose to Fresenius Kabi to fund the ESICM Fresenius Clinical Nutrition Award for the year 2026.

1. the grant request is of twenty thousand Euros (€20,000) as prize of the **“**ESICM – Fresenius Kabi Clinical Nutrition Award (hereafter the “Award”).

Should Fresenius Kabi agree to fund the award, the following items will be considered in the subsequent agreement:

1. The ESICM Research Committee is responsible for the composition of the Jury that will evaluate the reviews of the submitted projects.
2. ESICM will organize a Call for Proposals and a selection process for the **“**ESICM – Fresenius Kiabi Clinical Nutrition Award””.
3. The Call for Proposals will be advertised by ESICM, at its charge, via different ESICM communication tools (ESICM newsletter, ESICM website and any other social networks proposed by ESICM). The promotion material of the Industry Research Award will respect the graphic standards of the ESICM and of Fresenius Kabi (format, style, colours, police, and logos). Therefore, ESICM shall inform of Fresenius Kabi before any publication, to let it checking the compliance with the requirements of the present agreement.
4. The ESICM will contribute financially to the implementation and the publicity of the Call For Proposals and will cover meeting and advertising costs as well as photo session costs at the Award ceremony taking place at the Annual Congress LIVES, should the meeting be not digital.
5. The duration of this contract is set for one year (2026) , subject to the provisions of the article 15.
6. The application form/package will be addressed by, centralised and coordinated by the ESICM office. ESICM will also be responsible for checking that the applications comply with the Call for Proposals requirements and are complete. Only complete applications will be forwarded to the Award Jury members for review and evaluation. The ESICM will inform the applicants of the status of their application.
7. After evaluation of the applications, the Award Jury, the ESICM Executive Committee will select the Award winner.
8. The ESICM commits to publicly acknowledge the active involvement of the COMPANY in the support of the Award. A representative of COMPANY will be invited to proceed to the stage during the Awards Ceremony at the ESICM Annual Congress along with the President of the ESICM and/or the Chair of the ESICM Research Committee, to present the award to the winner, timing permitting. Should the Awards ceremony be replaced by a digital announcement, the name of the company shall be acknowledged on the certificate given to the awardee.
9. ESICM will make the necessary arrangements and to obtain the necessary authorizations to provide the COMPANY with a digital photograph of the Award winner. The COMPANY will be free to circulate the photograph or to post, and to communicate on the Award, it on its website. (ESICM will have obtained the Award recipient’s required consent in advance).
10. The COMPANY name will be acknowledged on the Research Awards webpage of the ESICM website, subject to the COMPANY’S prior approval on the form and content of this mention on the ESICM website. ESICM will maintain and update the Research Award webpage at its own charge. Should it wish so, the COMPANY will have the right to create a link to this page on its website.
11. The COMPANY may promote the Award among its affiliates. Any material printed by the COMPANY or published on its website in this purpose must be approved by ESICM within a 30-day delay, but ESICM’s approval shall not be unreasonably withheld.
12. The hereby agreement enters into force as of the latest date set out on the signature page hereafter (the Agreement Effective date), and, subject to article 15, should cover one award award for the year 2026.
13. The amount of the yearly grant of twenty thousand Euros (€20,000) must be transferred to the ESICM bank account by end of 2025 to secure set-up and promotion timelines as per ESICM procedure subject to the provision of an invoice to the Company in due time (and in due form). ESICM will transfer the twenty thousand Euros (€20,000) grant to the Award winner within two (2) months after the end of the ESICM Annual Congress. The amount granted by the Company on a disinterested basis, for no consideration, without any incitement to use or purchase the Company’s products. The ESICM confirms that the purpose of this agreement is in accordance with its Articles of Association and is in compliance with all of its legal obligations under the Swiss and Belgium laws.
14. ESICM undertakes to ensure that the money is spent for the project to which it was attributed, and ESICM shall ensure that the money is only used for collective use and only for medical research. The Recipient should notify ESICM at regular intervals or on request of the COMPANY on the status of the project.
15. The winner of the **“**ESICM – Fresenius Kabi Clinical Nutrition Award” will be required to submit a research abstract to the ESICM Annual Congress or to publish a manuscript within 2 years after the termination of his project.
16. The ESICM shall ensure to obtain the Award winner to acknowledge the participation of the COMPANY and of the ESICM in any publication of her/his results related to the research funded under the **“**ESICM of Fresenius Kabi Clinical Nutrition Award”.
17. ESICM warrants to the COMPANY that in performing its services, the relevant statutory provisions, including, without limitation, those relating to research using third-party funds, will be complied with.

The ESICM warrants that it will, by its own, and also will obtain and ensure the Award’s winner to, act in compliance with clinical best practices and all applicable permissions, approvals, laws, regulations and protocols, including (but not limited to) the laws and regulations of the country of the Award’s winner, which includes any prior declaration and/or authorization(s) that would be required by the relevant local healthcare authorities or of the institution employing the Award’s winner.

In addition, the ESICM undertakes to make in due time all declarations and/or to obtain any authorizations from any relevant healthcare authorities regarding the existence and the performance of the present agreement (especially with Swiss and Belgian authorities). And without prejudice to the preceding, the Company is free to disclose the existence and content and benefits of the present contract to its affiliates and to any third party as required by any applicable laws and regulations.

1. ESICM hold the Company harmless from and against any claim, action and/or sanction brought in relation to any breach of this agreement (especially of the obligations of the articles 16, 17 and 20) by ESCIM and/or its co-contractors, and ESICM shall indemnify accordingly the Company from any resulting damages (of any kind whatsoever) for the Company.

21. Should any personal data be exchanged in connection with this agreement, each party agrees to comply with applicable privacy law including, without limitation, EU Regulation 2016/679 (GDPR). Essential information on how personal data will be processed by the Company is available at: https://www.fphcare.com/fr-fr/footer/privacy-statement/

Neither party will be liable to the other for any breach of applicable privacy laws.

1. This agreement is subject to the laws of Belgium. Any disputes arising out of or in connection with this agreement shall be submitted to the exclusive jurisdiction of the relevant courts of Brussels (Belgium).