

# Global Grants for Gut Health funding agreement

THIS AGREEMENT is made

## BETWEEN

1. **SPRINGER NATURE LIMITED**, a company incorporated in England and Wales (registered number 00785998), its registered office at The Campus, 4 Crinan Street, London, United Kingdom, N1 9XW ("**Nature Research**") and
  2. **[LEAD INSTIUTION]**, a [type of entity] and [having its place of business] at [address] ("**Lead Institution**").
  3. **[GRANTEE NAME]**, a person living at [personal address] ("**Grantee**")
- (each a **Party** and together the **Parties**).

## INTRODUCTION

- A. Nature Research is an academic publisher which administers a global programme of grants which support research into the human gut microbiome. Yakult is a Japanese commercial company who provide the funding for the grants programme.
- B. The Grantee has been selected for a grant from Yakult, via Nature Research. The Grantee is a [researcher] at the Lead Institution.
- C. This Agreement covers the terms under which the Grant is made by Nature Research to the Grantee and the Lead Institution. The funds are paid to the Lead Institution.

**THE PARTIES AGREE** as follows:

### 1 Definitions and Interpretation

- 1.1 In this Funding Agreement the following words and expressions shall have the following meaning:

**Applicable Laws** means all local, national and international regulatory and legislative requirements (for example in relation to the nature of the workplace, research conduct and procurement processes);

**Application** means the Grantee's original application for the Grant, annexed hereto as Appendix 1;

**Collaboration Agreement** has the meaning set out in clause 6.1;

**Force Majeure Event** means an event beyond the reasonable control of a Party which does not relate to its fault or negligence;

**Funding Agreement** means this agreement;

**Grant** means the award of money from Nature Research to the Grantee for funding the research detailed in the Application and Offer Letter;

**Grant Panel** means the panel of independent experts for the Grant as assembled by Nature Research;

**Holding company and subsidiary** means a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006;

**Mid-Term Report** means the report on the progress of the Grant-funded research provided by the Grantee and Lead Institution to Nature Research;

**Offer Letter** means the letter sent from the panel of the Grant to the Lead Institution with respect to the offer of the Grant;

**Privacy Policy** means Nature Research's privacy policy as updated from time to time, and currently available here: <https://www.guthealth-grants.com/pages/privacy-policy>;

**Relevant Requirements** has the meaning set out in clause 11.1(a); and

**Yakult** means Yakult Honsha Co., Ltd., co-supporter of the Grant program and funder of the Grant itself.

CO-SUPPORTED BY

- 1.2 In this Funding Agreement (except where the context otherwise requires):
- (a) references to legislation or Applicable Law are to that legislation or Applicable Law as amended, extended or re-enacted from time to time and includes (a) all subordinate legislation made under it from time to time; and (b) all legislation superseding legislation that formerly implemented any EU legislation notwithstanding that such new legislation may no longer implement EU Legislation;
  - (b) reference to the singular includes a reference to the plural and vice versa;
  - (c) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
  - (d) the schedules to this Funding Agreement are incorporated into and form part of this Funding Agreement;
  - (e) reference to any clause or schedule is to a clause or schedule (as the case may be) of or to this Funding Agreement; and
  - (f) the term “including”, “include”, “excluding”, “exclude”, “in particular” or any similar terms as used in this Funding Agreement shall be construed as illustrative only and shall not limit the sense of the words preceding and without limiting, respectively, the generality of any description preceding such term.
- 1.3 Headings are for convenience only and shall not affect the interpretation of this Funding Agreement.

## 2 The Grant

- 2.1 The value and duration of the Grant is as set out in the Offer Letter.
- 2.2 Total amount of the Grants is as set out in the Offer Letter; provided, however, that if a Grantee is obliged to pay overhead expenses to its institution, Nature Research may add all or part of the amount of such overhead expenses (up to US\$10,000) to the amount of the Grant.

## 3 Nature Research's Obligations

- 3.1 Nature Research shall pay the Grant to the Lead Institution in two instalments:
- (a) the first payment of 50% of the Grant (and 100% of any overhead expenses) will be made at the start of the project period, and after signature of this Funding Agreement by all Parties; and
  - (b) the remaining 50% will be paid after Nature Research and Yakult have accepted the Mid-Term Report.
- 3.2 Nature Research will pay the Grant by bank transfer to the bank account designated by the Lead Institution.
- 3.3 Nature Research shall not be liable to pay the Lead Institution the Grant unless and until it has received the Grant money from Yakult.
- 3.4 Nature Research shall pay the bank transfer fee for transmitting the Grant to the Lead Institution.
- 3.5 Nature Research shall organise the Grant Panel, and use reasonable endeavours to draw the Grant Panel experts from geographically diverse backgrounds.
- 3.6 Nature Research shall always have the right to perform any or all of its obligations and exercise any or all of its rights under this Funding Agreement through any of its holding companies (and each of their subsidiaries) or subsidiary companies.

## 4 The Lead Institution's Obligations

- 4.1 The Lead Institution must notify Nature Research of any changes in status that might affect their eligibility to hold the Grant.
- 4.2 The Lead Institution is responsible for ensuring the research and associated activities complies with all relevant:
- (a) ethical guidelines and obligations,
  - (b) Applicable Laws; and
  - (c) applicable guidelines in order to conduct and develop the research including but not limited to the Declaration of Helsinki and the NC3Rs 'Animal Research: Reporting in Vivo Experiments' (ARRIVE) guidelines.
- 4.3 The Lead Institution indemnifies Nature Research against any liability incurred through the Lead Institution's breach of Applicable Laws.

- 4.4 The Lead Institution indemnifies Nature Research against any breach of clauses 4.2 and 4.9 by the Lead Institution, any breach of clause 5.1 by the Grantee and any breach of clause 11 by the Lead Institution or the Grantee.
- 4.5 The Lead Institution shall ensure that the Grantee has the necessary time, resources and access to facilities to carry out the proposed research.
- 4.6 The Lead Institution and Grantee shall ensure that activities funded under the Grant are unique, original and do not duplicate any other funded activities.
- 4.7 The Lead Institution shall, at any time during or after the Grant, on request by Nature Research provide a statement of expenditure and any supporting information.
- 4.8 At the end of the term of the Grant, the Lead Institution will return any unspent funds to Nature Research. Alternatively, Nature Research, pursuant to advice received from the Grant Panel but in its absolute discretion, may allow a no-cost extension of the Grant if requested by the Lead Institution 30 days before the end of the term of the Grant.
- 4.9 The Lead Institution warrants and represents to Nature Research that:
  - (a) it has full capacity and authority to enter into a binding contract with Nature Research on the provisions of this Funding Agreement.
  - (b) all information, the Application, the Mid-Term Report and any final report supplied to Nature Research are true, accurate and not misleading, and nothing contained in it is liable to bring Nature Research or Yakult into disrepute;
  - (c) the Application is not obscene, defamatory, fraudulent, misleading or libellous, and shall not give cause, whether directly or indirectly, for any action to be brought against Nature Research or Yakult.
- 4.10 The Lead Institution shall have in place and follow formal procedures governing good research practice. This will cover issues including fabrication, falsification, plagiarism, misrepresentation, conflicts of interest and breach of ethical guidelines or duty of care.

## 5 Grantee's Obligations

- 5.1 The Grantee warrants, represents and undertakes that it will use the Grant for the purposes for which the Grant is awarded.
- 5.2 Any significant variance from the proposed research and associated activities (as detailed in the Application and Offer Letter) must be approved by Nature Research, pursuant to advice received the Grant Panel but in its absolute discretion.
- 5.3 If the Grantee fails to obtain the approval of Nature Research under clause 5.2, the Grantee shall return any unspent funds to Nature Research immediately.
- 5.4 The Grant funds can be used to cover the following direct costs of research:
  - (a) salaries of the principle investigator and other team members;
  - (b) travel and subsistence for team members as required to deliver the project;
  - (c) the costs of consumables, materials, supplies, software and small, non-capital equipment (up to US\$10,000) required to deliver the research project;
  - (d) publication costs;
  - (e) ethical approval and other licence fees; and
  - (f) consultancy and subcontracting fees.
- 5.5 The Grantee should cite the sources of data used to carry out the research and follow any accompanying terms and conditions.
- 5.6 The Grantee shall submit the Mid-Term Report by the end of the seventh month from the date of this Funding Agreement.
- 5.7 Mid-Term Reports may be up to 3 sides A4 and shall include:
  - (a) grant number and title;
  - (b) summary of project progress with reference to original aims and timelines;
  - (c) findings and outputs to date;
  - (d) summary of any challenges;
  - (e) work still to be done including any revised timelines; and
  - (f) planned publications and outputs.

- 5.8 The Grantee shall submit a final report within three months of the end of the Grant. Final reports may be up to 6 pages A4 and shall include:
- (a) grant number and title;
  - (b) details of project progress with reference to original aims and timelines;
  - (c) details of resulting data, analysis and findings;
  - (d) details of outputs to date;
  - (e) further planned publications and outputs;
  - (f) details of challenges;
  - (g) opportunities to continue the current project or for future follow-on work future work; and
  - (h) a statement of expenditure.
- 5.9 Grantees are responsible for ensuring that all the necessary licences and approvals have been obtained to undertake research funded through the Grant.
- 5.10 The Grantee should follow good publication practice as set out by, for example, the Committee on Publication Ethics and the Council of Science Editors.
- 5.11 The Grantee should make every reasonable effort to ensure that the results of the research contribute to academic advancement and, where possible, to the benefit of wider society and the economy. Results should be communicated to academic and non-academic audiences as required to maximise potential benefits.

## 6 Grants with Multiple Institution Involvement

- 6.1 Where the Grant is associated with more than one organisation or institution, the Lead Institution shall ensure all organisations involved agree a contract covering the basis of collaboration (the “**Collaboration Agreement**”).
- 6.2 The Collaboration Agreement shall detail the ownership of intellectual property and rights to exploitation.
- 6.3 The Collaboration Agreement shall not conflict with the terms and conditions set out in this Funding Agreement.
- 6.4 The Collaboration Agreement shall not act to hinder further academic research and dissemination.

## 7 Joint Obligations for Public Outreach

- 7.1 The Lead Institution and Grantee will make results generated through the Grant freely available to the broader scientific community through publication in journals, reports, at scientific meetings and through other appropriate routes. This does not mandate publication in an open access journal.
- 7.2 The Lead Institution and Grantee will manage and share data from the research in order to maximise benefits to academic and non-academic stakeholders, including:
- (a) submitting data with publications; and
  - (b) submitting data to relevant repositories.
- 7.3 If requested by Nature Research, the Grantee and the Lead Institution will provide detail and evidence as to how they have fulfilled their obligations under this clause 7.

## 8 Intellectual Property Rights and Publication

- 8.1 Neither Yakult nor Nature Research claim any rights to the ownership or use of results generated through the Grant. Ownership of the results, and any associated intellectual property rights, rests with the individual or organisation generating them.
- 8.2 Grantees are free to publish results arising from the Grant in the most appropriate journals.
- 8.3 Where manuscripts are submitted for publication in Springer Nature journals, Nature Research does not and will not intervene in manuscript selection by journal editors. The editorial decisions of any journal editor are discretionary and based on the quality and suitability of a manuscript for that journal, and as such are entirely independent of the awards arm of Nature Research.

## 9 Promotion

- 9.1 Details of the Grant, the Grantee and the Lead Institution will be published on Nature Research's website for the Grant, in publicity materials and in reports prepared by and for Nature Research and Yakult.
- 9.2 The Grantee shall be interviewed by a reporter as the basis of a series of Q&A articles on funded projects to be published as advertorials in the publication titled Nature and other publications.
- 9.3 Nature Research and Yakult will hold meetings to bring Grantees together and showcase research funded under the programme of Grants. The Grantee shall attend these meetings, and present their findings from the Grant-funded research in order to contribute to the development of the human gut microbiome and probiotics research community.
- 9.4 The Grantee and Lead Institution should acknowledge the source of funding as: 'The Global Grants for Gut Health Co-supported by Yakult and Nature Research'.

## 10 Personal Data

- 10.1 All personal data supplied by Lead Institutions and Grantees is subject to and will be treated in a manner consistent with the Privacy Policy.
- 10.2 By accepting this Funding Agreement, each of the Lead Institution and Grantee hereby agrees that Nature Research may collect and use its personal information and acknowledges that it has read and accepted the Privacy Policy.
- 10.3 Each of the Lead Institution and Grantee also consents to the use of personal data by Nature Research for the purposes of administration of the Grant, and any other purposes to which it has consented.
- 10.4 The Lead Institution and Grantee shall agree such additional agreements covering the processing of personal data that Nature Research deems reasonable, and on Nature Research's standard terms.

## 11 Compliance and Anti-Bribery

- 11.1 All Parties and their officers shall at all times comply in full with:
  - (a) all applicable anti-bribery and corruption laws, statutes, and regulation, and codes of corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**); and
  - (b) Nature Research's Code of Conduct as amended from time to time (and currently available at <https://media.springernature.com/full/springer-cms/rest/v1/content/15465052/data/v10>).
- 11.2 The Lead Institution shall have and shall maintain in place throughout the Term (as defined in Clause 14.1) its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements.
- 11.3 Each Party warrants that neither it nor any person acting on its behalf:
  - (a) has directly or indirectly:
    - (i) paid, provided, offered or authorised any payment, gift, inducement or other benefit to any person including any governmental or regulatory entity or official in any territory for the purpose of improperly obtaining, retaining or directing business or to secure or obtain any improper business advantage;
    - (ii) received, accepted or authorised any such benefit from any such person for any such purpose; nor
  - (b) shall directly or indirectly do any of the foregoing at any time during the term of this Funding Agreement.
- 11.4 Notwithstanding any other provision of this Funding Agreement, any breach by a Party or its officers of clauses 11.1, 11.2 and/or 11.3 may be regarded by Nature Research as a material breach incapable of remedy and permitting Nature Research, without prejudice to its other rights and remedies, to terminate this Funding Agreement on immediate written notice.

## 12 Limitation of Liability

- 12.1 All activities are undertaken at the Lead Institution's and Grantee's own risk.
- 12.2 Subject to clause 12.4 below, Nature Research's liability under or in connection with this Funding Agreement, whether arising from contract, negligence or otherwise, shall be limited to one thousand US dollars (\$1,000).



- 12.3 Nature Research shall not be liable to any other Party for any of the following:
- (a) special, indirect or consequential loss;
  - (b) pure economic loss, costs, damages or charges;
  - (c) loss of profits, revenue, anticipated savings;
  - (d) loss of contracts, business, other funding;
  - (e) loss of use or goodwill; and
  - (f) loss or damage arising from loss, damage or corruption of any data.
- 12.4 The exclusions and limitation of liability set out in clauses 12.2 and 12.3 do not apply to:
- (a) liability arising from death or injury to persons caused by negligence;
  - (b) liability arising as a result of fraud or fraudulent misrepresentation; and
  - (c) any other liability which cannot be excluded or limited by Applicable Law.

### 13 Notices

- 13.1 All notices must be in writing in the English language and delivered personally, sent by first class post (or equivalent) or e-mail to
- (a) for the Lead Institution: [Professor X], at [Address]
  - (b) for the Grantee: [address]
  - (c) for Nature Research: Group General Counsel and [Richard Hughes] (both at the registered office) or such other person as the relevant Party notifies the other Parties.
- 13.2 Notification by email will not be effective service in any legal action, including arbitrations.
- 13.3 A notice sent by:
- (a) hand is served when delivered;
  - (b) first class post (or equivalent) is served two (2) Business Days after posting; or
  - (c) email is served when transmitted (without "bounce-back", "out of office" response, or other error).

### 14 Term and Termination

- 14.1 This Funding Agreement shall commence on the date of last signature, and expire at the end of the funded research programme (or after two years, whichever is earlier) (the "Term").
- 14.2 Without prejudice to any rights that have accrued under this Funding Agreement or any of its rights or remedies, Nature Research may at any time terminate this Funding Agreement with immediate effect by giving written notice to the other Parties if:
- (a) either other Party spends the Grant for any purpose other than as detailed in the Application (Appendix 1) and Offer Letter; or
  - (b) either other Party commits any act or be alleged do anything which, in the opinion of Nature Research, might reasonably be considered to injure, tarnish, damage or otherwise negatively affect the name, reputation and/or goodwill associated with the Nature Research, its trademarks or publications, or Yakult.
- 14.3 Without prejudice to any rights that have accrued under this Funding Agreement or any of its rights or remedies, any Party may at any time terminate this Funding Agreement with immediate effect by giving written notice to the other Parties if;
- (a) an order is made or resolution passed for the winding-up or bankruptcy of either other Party, any distress or execution is levied on any of its property or effects, a receiver is appointed over any of its assets, either other Party compounds or makes any voluntary arrangements with its creditors or any class thereof, or either other Party is dissolved or the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986



- (b) any event occurs, or proceeding is taken, with respect to either other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.3(a);
  - (c) either other Party ceases, or threatens to cease, to carry on all or substantially the whole of its business (as applicable); or
  - (d) either other Party commits a material breach of any term of this Funding Agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.
- 14.4 On termination of this Funding Agreement for any reason, the Lead Institution shall pay back any unused portion of the Grant to Nature Research.
- 14.5 The accrued rights, remedies, obligations and liabilities of the Parties as at termination of this Funding Agreement shall not be affected, including the right to claim damages in respect of any breach of this Funding Agreement which existed at or before the date of termination.
- 14.6 Clauses which expressly or by implication have effect after termination of this Funding Agreement shall continue in full force and effect.

## 15 General

- 15.1 The Grantee shall not assign, transfer or sub-contract its rights or obligations under this Funding Agreement to any third party in whole or in part without Nature Research's prior agreement in writing, which agreement Nature Research may withhold in its absolute discretion.
- 15.2 This Funding Agreement may not be assigned by a the Lead Institution or Nature Research in whole or in part without the prior written consent of the other two Parties, except that Nature Research without such consent may assign this Funding Agreement and its rights and obligations hereunder to any of its holding company (and each of its subsidiaries) or subsidiary companies or any successor in interest (whether by merger, acquisition, asset purchase or otherwise) to all or substantially all of the business to which this Funding Agreement relates.
- 15.3 Any delay or failure by a Party in exercising, or any waiver by a Party of, its rights under or in connection with this Funding Agreement will not limit or restrict the future exercise or enforceability of those rights.
- 15.4 Unless the context requires otherwise, if there is any conflict, ambiguity or inconsistency between the different contracts involved in the Grant, the following order of precedence shall apply:
- (a) this Funding agreement (first);
  - (b) the Offer Letter (second); and
  - (c) the Application Terms and Conditions (last).
- 15.5 Nature Research does not act as an employer with respect to the Grant.
- 15.6 The rights and remedies under this Funding Agreement are cumulative and in addition to and, except where otherwise expressly provided in this Funding Agreement, do not exclude, any rights and remedies provided by law (including equitable remedies) or otherwise.
- 15.7 If at any time any provision (or part of any provision) of this Funding Agreement is or becomes invalid, illegal or unenforceable in any respect:
- (a) it shall not affect or impair the validity legality or enforceability of the remaining provisions of this Funding Agreement; and
  - (b) that provision (or part provision), will be deemed deleted.
- 15.8 Neither Party will be responsible for a failure to carry out any obligations under this Funding Agreement to the extent the failure is directly caused by a Force Majeure Event, as long as the affected Party:
- (a) promptly notifies the other Parties that it has occurred, how long the Party thinks it will last and immediately notifies the other Party when it has ended;
  - (b) takes all reasonable steps to prevent, avoid and minimise the effects of the Force Majeure Event; and
  - (c) carries out its duties so far as reasonably achievable while the Force Majeure Event is on-going.

15.9 This Funding Agreement and any dispute between Nature Research and the other Parties (contractual or otherwise) is governed by English law.

15.10 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or the subject matter or formation.

15.11 Nothing prevents either Party from applying for injunctive or other interim relief from any court.

By signing below, the Parties each agree to the terms of this Funding Agreement:

Signed for and on behalf of:

LEAD INSTITUTION

Signature:

Name in Capitals:

Position:

Date:

Signature:

Name in Capitals:

Position: Grantee

Date:

Signed for and on behalf of: **Springer Nature Limited**

Signature:

Name in Capitals:

Position:

Date:

**Appendix 1:** Application

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