

Funding agreement

This document (“Funding Agreement”) sets out the terms and conditions under which the “The Global Grants for Gut Health Co-supported by Nature Research and Yakult” (each individual award a “Grant”) must be carried out. These terms and conditions apply to all lead grant holders (“Grantee”) and their institutions (“Lead Institution”). Failure to comply with these terms and conditions may lead to termination of the Grant and the recovery of funds.

Yakult Honsha Co. Ltd. or one of its affiliates (the “Grant Funder”) reserves the right to vary these conditions at any time.

1. Details of Grants, Grantees and Lead Institutions will be published on the Grant’s website, in publicity materials and in reports.
2. The value and duration of the Grant will be set out in the letter sent from the panel of the Grant to the Lead Institution with respect to the offer of the Grant (“Offer Letter”).
3. The Lead Institution must notify the Grant Funder of any changes in status that might affect their eligibility to hold the Grant.
4. The Lead Institution is responsible for ensuring the research and associated activities are carried out according to relevant local, national and international regulatory and legislative requirements (for example in relation to the nature of the workplace, research conduct and procurement processes).
5. The Lead Institution indemnifies the Grant Funder against any liability incurred through legislative breaches (for example in relation to workplace, research or procurement legislation) or other claims.
6. The Lead Institution must ensure that the Grantee has the necessary time, resources and access to facilities to carry out the proposed research.
7. The Lead Institution and Grantee must ensure that activities funded under the Grant are unique, original and do not duplicate any other funded activities.
8. Grants will be paid in two instalments. The first payment of 50% will be made at the start of the project period. The remaining 50% will be paid after acceptance of a mid-term report (see Clause 25 below).
9. Payment details:
 - The Grant Funder, through its agent, Dentsu Inc., will pay the Grants by bank transfer to the bank account designated by the Grantee. The Grant Funder will provide to the agent, the bank account information obtained from the Grantee, which is necessary for the payment of the Grants to the Grantee. A bank transfer fee shall be borne by the Grant Funder.
 - 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, the Grant Funder may add all or part of the amount of such overhead expenses (up to US\$10,000) to the amount of Grants.
10. The Grantee undertakes that it will use the Grant for the purposes for which the Grant is awarded. Any significant variance from the proposed research and associated activities must be approved by the Grant Funder pursuant to advice received from the panel of independent experts for the Grant (the “Grant Panel”). If the Grantee fails to obtain the approval of the Grant Funder, the Grantee shall return any unspent funds to the Grant

Funder. 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.

11. The Lead Institution may, at any time during or after the Grant, be required by the Grant Funder to provide a statement of expenditure and any supporting information.
12. At the end of the term of the Grant, the Lead Institution will return any unspent funds to the Grant Funder. Alternatively the Grant Funder, pursuant to advice received from the Grant Panel, 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.
13. Grantees are responsible for ensuring that all the necessary licences and approvals have been obtained to undertake research funded through the Grant.
14. Lead Institutions are responsible for ensuring the research complies with all the necessary ethical, legal and regulatory requirements and other 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.
15. The Lead Institution must have in place and follow formal procedures governing good research practice. This should cover issues including fabrication, falsification, plagiarism, misrepresentation, conflicts of interest and breach of ethical guidelines or duty of care.
16. The Lead Institution and Grantee should 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.
17. Grantees are free to publish results arising from the Grant in the most appropriate journals. Grantees should acknowledge the source of funding as: 'The Global Grants for Gut Health Co-supported by Nature Research and Yakult'. Grantees can request Article Processing Charges for open access publications as part of the direct costs on their research proposal.
18. The Grantee should follow good publication practice as set out by, for example, the Committee on Publication Ethics and the Council of Science Editors.
19. 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.
20. The Grant Funder claims no 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.
21. Where the Grant is associated with more than one organisation, the organisations should set out an agreement covering the basis of collaboration, including ownership intellectual property and rights to exploitation. The collaboration agreement must not conflict with the terms and conditions set out in this Funding Agreement.
22. Arrangements for exploitation in the previous clause must not hinder further academic research and dissemination.
23. The Lead Institution and Grantee should manage and share data from the research in order to maximise benefits to academic and non-academic stakeholders. This includes submitting data with publications and submitting data to relevant repositories.

24. The Grantee should cite the sources of data used to carry out the research and follow any accompanying terms and conditions.
25. The Grantee must submit a mid-term report by the end of month 7. Mid-term reports will be up to 3 sides A4 and should include:
 - a. Grant 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.
 - f. Planned publications and outputs.
26. The Grantee must submit a final report within three months of the end of the Grant unless otherwise agreed by the Grant Funder. Final reports will be up to 6 pages A4 and should 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
 - h. A statement of expenditure.
27. Grantees will 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.
28. The Grant Funder and its partners will hold meetings to bring Grantees together and showcase research funded under the programme. Grantees will be expected to attend these meetings in order to present their findings and contribute to the development of the human gut microbiome and probiotics research community.
29. All personal data supplied by Lead Institutions and Grantees is subject to and will be treated in a manner consistent with the Grant Funder's privacy policy accessible at <https://www.guthealth-grants.com/pages/privacy-policy> ("Privacy Policy"). By accepting this Funding Agreement, each of the Lead Institutions and Grantees hereby agrees that the Grant Funder may collect and use its personal information and acknowledges that it have read and accepted the Privacy Policy. Each of the Lead Institutions and Grantees also consents to the use of personal data by the Grant Funder for the purposes of administration of the Grant and any other purposes to which it have consented.
30. The Grant Funder reserves the right to cancel or amend this Funding Agreement as required.
31. The Grant Funder does not act as an employer with respect to the Grant.
32. Other than for death or personal injury arising from negligence of the Grant Funder, so far as is permitted by law, the Grant Funder hereby excludes all liability for any loss, damage, cost and expense, whether direct or indirect, howsoever caused in connection with any aspect of the Grant. All activities are undertaken at the Lead Institution's and Grantee's own risk. Any legal rights of the Lead Institutions and Grantees as a consumer are not affected. These conditions shall be governed by and construed in accordance with Japanese law.

Disputes arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court in the first instance.

IN WITNESS WHEREOF, the parties hereby have caused this Funding Agreement to be executed in duplicate, each of the Grant Funder and the Lead Institution retaining one (1) copy thereof respectively.

Signed on behalf of _____ by:

Signature:

Name in Capitals:

Position:

Date:

The Grantee:

Signature:

Name in Capitals:

Position:

Date:

Signed on behalf of Yakult Honsha Co. Ltd., by:

Signature:

Name in Capitals:

Position:

Date: