

Yakult Global Grants for Gut Health

Terms & Conditions for Applicants

1. These terms and conditions (“**Terms and Conditions**”) apply to applications (“**Application**”) by researchers (“**Applicants**”, “**you**”) to The Global Grants for Gut Health programme for a grant for scientific research into the human gut microbiota (“**Grant**”).
2. Springer Nature Limited (“**Grant Administrator**”, “**us**”, “**we**”, “**our**”) is responsible for the operation and management of the Grant programme and the funding in respect of the Grant shall be provided by Yakult Honsha Co. Ltd. or one of its affiliates (“**Grant Sponsor**”) through the Grant Administrator or one of its affiliates.
3. By clicking “**Submit**” for your Application you accept these Terms and Conditions.

Application Eligibility

4. To submit an Application you must:
 - a) be resident in a country where it is lawful for you to apply and receive the Grant funds;
 - b) be employed by a university, research institution or other not-for-profit organisation;
 - c) hold a doctorate or medical degree (e.g., PhD, PharmD, MD); and
 - d) have at least five years’ postdoctoral research experience at the time of application.
5. Applications from
 - a) Cuba, Iran, North Korea, Sudan, Syria, Russia/Ukraine or where otherwise prohibited or restricted by law as updated from time to time;
 - b) any individual named on Specially Designated Nationals lists as updated from time to time;
 - c) directors or employees (or members of their immediate families) of the Grant Administrator or Grant Sponsor, or any affiliate of the Grant Administrator or Grant Sponsor; and
 - d) members of the Grant panel shall not be accepted. The Grant Administrator reserves the right to verify the eligibility of Applications.
6. The Grant programme will only consider research proposals for scientific research projects that advance understanding of the impact of the gut microbiota on human health.
7. You may only submit one Application per eligible person. Multiple Applications from one Applicant will be deemed invalid and may lead to disqualification of all submitted Applications.
8. You are responsible for ensuring that your Application is approved and signed by an authorised officer (“**Signing Official**”) at the lead institution (“**Lead Institution**”).
9. You are responsible for ensuring that all the necessary licences and approvals in respect of your Application and the research produced from the Grant funds have been obtained. You must ensure that you follow good research practice and formal procedures in order to be considered eligible by the Grant Administrator for applying for a Grant.

What the Grant Covers

10. “**Direct Costs**” of research include:
 - a) salaries of the principle investigator and other team members;
 - b) reasonable 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 ten thousand US dollars) required to deliver the research project;
 - d) publication costs;
 - e) ethical approval and other licence fees; and
 - f) consultancy and subcontracting fees.

CO-SUPPORTED BY

11. “**Indirect Costs**” of research include those indirect or institutional overheads at the host or Lead Institution costs associated with running a university, research organisation, laboratory, etc for the length of the research.
12. You may apply for a Grant for:
 - a) any amount of research funding, up to a maximum of one hundred thousand US dollars (\$100,000) to cover the Direct Costs of the research project; and additionally
 - b) up to 10% of the total requested Direct Costs of research (i.e. up to a maximum ten thousand US dollars, \$10,000) to cover Indirect Costs for the length of the research project is running, subject to clause 9).
13. Research projects will last no longer than one (1) year from the start date of the project.

Application Process and Timings

14. The Application process is open for entries between 11:59 pm UTC on **16th June 2021** and close at **11:59 pm UTC on 15th September 2021**. The Grant Administrator anticipates that the review and consideration period for each Application will last four months under normal circumstances.
15. The Grant Administrator accepts no responsibility for any Applications that are incomplete, illegible, corrupted or fail to reach the Grant Administrator by the closing date for any reason. Proof of posting or sending is not proof of receipt by the Grant Administrator.
16. The Grant Administrator will only consider Applications submitted via the website at the following URL: <https://natureresearch.submittable.com/submit> (“**Website**”). No other form of submission for Applications is permitted.
17. Applications via agents or third parties are invalid.
18. You are advised to keep a copy of your Application as the Grant Administrator will be unable to return entries or provide copies of your Application once submitted.
19. The Grant Administrator may at its sole discretion disqualify any applicant found to be tampering or interfering with the entry process or operation of the Website, or to be acting in any manner deemed to be disruptive of or prejudicial to the operation or administration of the Application process.
20. Your Application will be treated as confidential, except that you consent to the Grant Administrator sharing the Application with the Panel for the purposes of review and with the Grant Sponsor in the event that the Application is awarded funding.
21. The Grant shall be awarded as follows:
 - a) Applications shall be assessed by an independent, international expert panel (the “**Panel**”).
 - b) The Panel will be made up of researchers active in the field of human microbiota research.
 - c) The Panel will review your Application ahead of a meeting, during which the Panel shall determine which Applications best address the aims of the Grant program and are, therefore, most worthy of funding and in what amount.
22. Any decision made by the Panel will be final and binding and no further communication will be entered into in relation to it.

Winners

23. The winner(s) of the Grant (“**Grantees**”) shall be notified via an initial email notification from the Grant Administrator to the winner and to the nominated Signing Official at the Lead Institution. The Grant Administrator will then issue a formal offer letter to the Grantee(s) and to the nominated Signing Official at the applicable Lead Institution that includes a separate grant agreement.
24. Unsuccessful applicants will be notified by the Grant Administrator in due course.
25. All Grantees and Lead Institutions will be required to enter into a separate grant agreement with the Grant Administrator (“**Funding Agreement**”) on the Grant Administrator’s standard terms.

26. Payments will not be made in respect of the Grant until the successful applicant has formally accepted the Grant, and the Funding Agreement. The Grant Administrator shall not be liable in the event that Grantees and/or the Grant Sponsor fail to agree to or sign the Funding Agreement.
27. The Grantee undertakes that it will use the Grant for the purposes for which the Grant is awarded. Any significant variance from the information detailed in the research proposal must be approved by the Grant Administrator and the Grant Sponsor.

Ongoing Responsibilities

28. Grantees are responsible for complying with all the necessary ethical, legal and regulatory requirements and other applicable guidelines in order to conduct and develop the research project including but not limited to the Declaration of Helsinki and the NC3Rs 'Animal Research: Reporting in Vivo Experiments' (ARRIVE) guidelines.
29. Neither the Grant Administrator nor the Grant Sponsor will act as an employer with respect to the Grant.
30. All Grantees are required to submit mid-term and final reports as further detailed in the Funding Agreement.
31. Any unspent Grant funds must be returned to the Grant Administrator.
32. Grantees agree to participate in and co-operate with promotional activities relating to the Grant that may be instigated and/or organised by the Grant Administrator.
33. Grantees will always acknowledge funding in publications and other forms of communication including media appearances and press releases. Grantees should acknowledge the source of funding as:
'The Global Grants for Gut Health, co-supported by Yakult and Nature Research'.
34. All Grantees will be interviewed by the Grant Administrator as the basis of Q&A articles on funded projects.
35. Grantees are free to publish results arising from the Grant in the most appropriate journals.
36. There is no expectation or requirement that research will be published in a journal owned or managed by the Grant Administrator or the Springer Nature group.
 - 36.1. Where manuscripts are submitted for publication in Springer Nature journals, the Grant Administrator does not and will not intervene in manuscript selection by journal editors.
 - 36.2. 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 grant-related arm of the Grant Administrator.
37. The Grant Administrator and the Grant Sponsor will hold a meeting to bring the Grantees together and showcase research funded under the Grants. Grantees will be expected to attend these meetings in order to present their findings.

Intellectual Property Rights

38. Nothing in the Terms and Conditions shall cause the ownership of any intellectual property rights belonging to one party to be transferred to the other.
39. By submitting your Application, you licence and grant to the Grant Administrator an irrevocable and transferable right to use and reproduce such content for the purpose of administering the Grant Application, without attribution or liability.
40. You agree not to assert any moral rights in relation to such use where the moral rights in respect of the content are yours to assert. You warrant that the materials contain no copyright materials, have not been copied, in whole or in part, from any third party and you have full authority to grant these rights.
41. You confirm that your Application is your own original work, is not defamatory and does not infringe any laws, including but not limited to privacy laws, whether of the UK or elsewhere, or any rights of any third party, that you have the right to give the Grant Administrator permission to use it for the purposes specified herein, that you have the consent of anyone who is identifiable in your Application or the consent of their parent, guardian or carer if they are under 18 (or the applicable age of majority), it is lawful for you to apply and that you agree not to transfer files which contain viruses or any other harmful programs.

Personal Data

42. All personal data submitted by applicants is subject to and will be treated in a manner consistent with the Grant Administrator's privacy policy accessible at <https://www.nature.com/info/privacy> (the "**Privacy Policy**"). By participating in the Application process, you hereby agree that the Grant Administrator may collect and use your personal information and acknowledge that you have read and accepted the Privacy Policy. By applying for the Grant you consent to the use of personal data by the Grant Administrator for the purposes of the administration of the Grant and the Application process and any other purposes to which you have consented.

General

43. The Grant Administrator has absolute discretion to cancel or amend these Terms and Conditions.
44. "**Force Majeure Event**" means an event beyond the reasonable control of a party which does not relate to its fault or negligence.
45. Neither the Grant Administrator, the Grant Sponsor nor any Applicant or Grantee will be responsible for a failure to carry out any obligations under these Terms and Conditions to the extent the failure is directly caused by a Force Majeure Event, as long as the affected party:
- notifies the other parties as soon as practicably possible;
 - takes all reasonable steps to prevent, avoid and minimise the effects of the Force Majeure Event; and
 - carries out its duties so far as reasonably achievable while the Force Majeure Event is on-going.
46. Subject to clause 46 below, the Grant Administrator's liability to an Applicant or Grantee under or in connection with these terms and Conditions, whether arising from contract, negligence or otherwise, shall be limited to one thousand US dollars (\$1000).
47. The Grant Administrator shall not be liable to you for any of the following:
- special, indirect or consequential loss;
 - pure economic loss, costs, damages or charges;
 - loss of profits, revenue, anticipated savings;
 - loss of contracts, business, other funding;
 - loss of use or goodwill; and
 - loss or damage arising from loss, damage or corruption of any data.
48. The exclusions and limitation of liability set out in 45 and 46 do not apply to:
- liability arising from death or injury to persons caused by negligence;
 - liability arising as a result of fraud or fraudulent misrepresentation; and
 - any other liability which cannot be excluded or limited by applicable law.
49. These Terms and Conditions and any dispute between you and the Grant Administrator (contractual or otherwise) are governed by English law.
50. You and the Grant Administrator 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.
51. Nothing prevents either Party from applying for injunctive or other interim relief from any court.

Last updated: June 2021