Pouring rights contracts between universities and beverage companies: Provisions related to scientific research

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ABSTRACT

Pouring rights contracts between universities and beverage companies are common and grant companies the exclusive right to serve, sell, and market specific beverages on campuses. In exchange, universities receive financial payments and other incentives. At the same time, beverage industry-sponsored research at universities has increased. Pouring rights contracts may include provisions that allocate funds for or place limitations on scientific research. In this cross-sectional study, we assessed whether pouring rights contracts contained provisions that allocated funds for or placed limitations on scientific research. From 2019 to 2020, we obtained contracts through requests under public records laws from US universities (public, 4-year, ≥20,000 students) with contracts active 2018–2019. Of the 143 requests, 6 did not have contracts and 9 declined to provide contracts. Our final sample included 131 contracts from 124 universities in 38 states. Thirty contracts (22.9%) referenced research (18 Coke; 12 Pepsi). Three contracts (2.3%) included provisions that made direct grants or gifts of research funding, 3 (2.3%) permitted the university to acknowledge funding from competitors, and 26 (19.8%) allowed for research using beverages from competing companies. Given increases in industry-sponsored research, the absence of provisions that made direct grants or gifts of research funding suggests that sponsorship of research is occurring through other mechanisms. Additionally, universities must be able to acknowledge funding and conduct research on any beverage and should not need permission via contract provisions to do so. Future studies should consider practical implications of these provisions in pouring rights contracts and assess whether they facilitate or hinder research.

1. Introduction

The billion dollar global beverage industry (not including dairy) produces sugar-sweetened beverages, like soft drinks, sports drinks, and juice drinks. The two most prominent multinational corporations – Coca-Cola Company (hereafter “Coke”) and Pepsi – dominate the global soft drink industry. (Euromonitor International, 2016) Sugar-sweetened beverages, like the ones produced by these companies, contribute substantially to the development of non-communicable diseases. (Malik and Hu, 2022) These beverages are typically offered to students, faculty, and staff on university campuses through contractual agreement via pouring rights contracts, which are common in the US (Komatsoulis, 2018). These contracts grant beverage companies the exclusive right to serve, sell, and market specific beverages on university campuses. In exchange, universities receive financial payments and other incentives, which can be worth hundreds of thousands and sometimes millions of dollars per year (Komatsoulis, 2018; Greenhalh et al., 2022).

At the same time, industry-sponsored research, including scientific research conducted at universities but supported by food and beverage companies like Coke and Pepsi, has gained momentum (Bragg et al., 2020). Many within and outside of academia have expressed concern about conflicts of interest in nutrition research supported by food and beverage companies (Nestle, 2001; Margetts and Arab, 2001; Vorster, 2001; Katan, 2007; Mozaffarian, 2017). There are, however, challenges associated with tracking and quantifying industry-sponsored research (Margets and Arab, 2001; Serđio et al., 2018; Steele et al., 2019).

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Bragg et al. reviewed publicly available documents (e.g., press releases, news articles, tax documents) and found that academic research sponsored by the food industry had increased substantially in the US – from $3 million in 2000 to $24 million in 2016. (Bragg et al., 2020) They also found that food and beverage companies provided millions of dollars to universities but disclosed few additional details. (Bragg et al., 2020) Although the authors used publicly available data, they did not review actual contracts.

Steele et al. (2019) on the other hand, reviewed 87,013 pages of documents, including 5 contracts, between Coke and public institutions in the US and Canada. They found that contracts contained provisions that gave Coke the ability to influence study findings (e.g., whether to publish) (Steele et al., 2019). However, they also found evidence through email exchanges that researchers could often negotiate to remove some of these provisions from the contracts prior to execution. Finally, Serodio et al. (2020) documented the extent to which Coke attempted to influence research in the Global Energy Balance Network – formerly a US-based group of researchers focused on obesity prevention. (O’Connor, 2015) The authors reviewed emails obtained through Freedom of Information Act (FOIA) (Freedom, 1967) requests and concluded that Coke tried to obfuscate its role in research and encouraged the researchers to promote industry-friendly messages. (Serodio et al., 2020).

In general, there is limited information about who receives food and beverage industry funding for scientific research, how much, under what conditions, and for what purpose. Pouring rights contracts may include provisions that allocate funds for research. These allocations would be above and beyond other provisions related to marketing, rebates, and volume-based incentives, which are present in nearly all contracts between universities and beverage companies (Greenthal et al., 2022). However, few are privy to their content outside of the contracting parties and many within the university community may not even know they exist. (Thompson et al., 2021) Despite this, public universities in most states are subject to state public records laws requiring the release of requested documents (although specific documents may be exempt). (Horsley and Sun, 2012) We therefore sought to determine whether pouring rights contracts contained provisions related to scientific research in terms of funding for specific departments, centers, or individuals and any restrictions placed on research related to beverages conducted at the university. We considered this exploratory research to be hypothesis-generating, based on the lack of prior literature in this area.

2. Methods

We conducted this cross-sectional study from summer 2019 to fall 2020. Additional details about our study are reported elsewhere. (Nestle, 2001; Marx et al., 2021; Zaltz et al., 2022) Briefly, we limited our sample to 4-year degree granting public universities, as determined by the National Center for Education Statistics’ Integrated Post-secondary Education Data System. To be included, universities had to be located in the US, have ≥ 20,000 students enrolled, and have contracts that were active at any point from 2018 to 2019. In summer 2019, we submitted requests under state FOIA laws to 143 universities in 40 states for contracts “offering rights to sell, market, promote, and/or advertise beverages” on campuses. We followed-up with non-responding universities through summer 2020. Two independent reviewers coded contracts in their entirety in fall 2020 and documented provisions related to research. All authors reconciled differences through a collective discussion until we reached consensus. The Johns Hopkins Bloomberg School of Public Health Institutional Review Board considered this research exempt.

3. Results

Of the 143 requests, 6 universities did not have contracts and 9 declined to provide contracts for a variety of reasons. Our final sample included 131 contracts from 124 universities in 38 states with active contracts between January 1, 2018 and December 31, 2019. Of these, 64 were with Coke and 67 were with Pepsi. Thirteen contracts had text redacted. Of the 131 contracts included in this analysis, 30 (22.9%) referred to scientific research in some capacity (Table – individual names redacted to protect confidentiality). Eighteen of the 30 contracts (60.0%) were with Coke and 12 (40.0%) were with Pepsi.

3.1. Direct grant or gift of research funding

Three of the 131 contracts (2.3%) included provisions that made direct grants or gifts of research funding (Table 1). Georgia Southern University’s contract with Coke provided $25,000 for “Sustainability and Research Support” without providing additional details. Similarly, the University of Florida’s contract with Pepsi provided $32,000 for a low-carbon organic fertilizer trial in collaboration with the University of Florida Institute of Food and Agricultural Sciences Extension and $1,500,000 from Pepsi’s Tropicana to University of Florida Foundation to work on sustainable citrus production systems (via separate agreement but referenced in contract). Finally, the contract between the University of Nebraska – Lincoln and Pepsi referenced support for the “UNL Student Life Programs Including: Undergraduates in Creative Activities & Research Experience Program (UCARE) Supporting undergraduate research ...” (amount not specified).

Two additional contracts referenced but did not explicitly allocate research funding. The contract between the University of Georgia and Coke referenced support for a faculty member’s research, a Dean’s project, and “various technical grants.” This contract also referenced funding awards to the Center for Marketing Studies, the Food Science Department, and the Department of History, among others. The contract with the University of North Carolina – Chapel Hill noted that Pepsi had “…research projects with leading universities and other institutions around the world.”.

3.2. Naming competitor to acknowledge grant or gift allowed

Three contracts (2.3%) allowed the university to publicly name a competitor in order to acknowledge a grant or gift that may or may not have been for research purposes (Table). The Arizona State University contract with Coke permitted the naming of the specific company and publication of the company logo in the acknowledgement, but not product logos. The Ohio State University contract with Coke permitted an acknowledgement but did not allow the university to grant naming rights to facilities or buildings without permission. The contract between the University of Arkansas and Pepsi allowed for acknowledgement but imposed further restrictions in that “…sponsorship of the foregoing activities by a Competitor shall not be the subject of a press release, social media, digital media or similar communication efforts to the extent such activities may confuse the public into believing that a Competitor is a Beverage sponsor of the University.”.

3.3. Researching competitor’s beverage allowed

The most common provision (60.0%) was with Coke and allowed for research involving a competitor’s beverage in some capacity. Similarly, the contract with the University of Kansas provided that, “Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for KSU … to engage in academic research involving a Competitive Product.” Notably, the University of Houston contract referenced water as the only allowable beverage from competitors that may be used in research.
### Table 1
Pouring rights contracts between universities and beverage companies with provisions related to research, 2018-2019.

| University                        | Beverage company | Year(s)      | Has Direct Grant / Gift of Research Funding | Allows Naming Competitor to Acknowledge Grant or Gift | Allows Researching Competitor’s Beverage |
|----------------------------------|------------------|--------------|--------------------------------------------|------------------------------------------------------|------------------------------------------|
| Arizona State University         | Coca-Cola        | 07/01/15     | −                                          | X                                                    | −                                        |
|                                  | Company          | –/06/30/25   |                                            |                                                      |                                          |

It is not a violation of this Agreement for University to list the names and Company logos (but not product logos) of Competitive Products in its standard lists of donors or academic or research partners if a donation or academic or research partnership is made by a corporate entity whose name is also that of a Competitive Product (i.e. PepsiCo, Pepsi Bottling Company, etc.). Vending Agreement: ‘University Marks’ means those Marks owned, licensed, or otherwise controlled by ASU (excluding Marks reserved for specific University departments or research projects, unless otherwise mutually agreed upon by the parties).

| Ball State University            | PepsiCo, Inc     | 08/05/10 – 08/04/20 | −                                              | −                                           | X                                        |
|                                  |                   |                                         |                                              |                                            |                                          |

Notwithstanding anything to the contrary herein, it shall not be considered a violation of this Agreement for any or all of the following to occur: (iii) The University or its employees to engage in academic research involving a Competitive Beverage so long as the research does not involve the sale or distribution of a Competitive Beverage on the Campus.

| Boise State University           | Coca-Cola        | 07/01/13 – Company | −                                          | −                                           | X                                        |
|                                  |                   | –/06/30/18         |                                            |                                            |                                          |

Company Beverages will be the only Beverages sold, served, distributed, sampled, or otherwise made available on Campus, provided however University may, on a non-exclusive basis, serve, sell, dispense and/or, except as provided below advertise the following Competitive Products (“Permitted Exceptions”) on Campus: the use of any Beverages for academic research purposes, or other educational purposes. No advertising on Campus of such Beverages is permitted.

| California Polytechnic State University Long Beach | Coca-Cola | 09/01/15 – Company | −                                          | −                                           | X                                        |
|                                                 |           | –/08/31/21         |                                            |                                            |                                          |

Competitive Products are allowed to be used solely for academic research purposes or medically related patient care.

| San Luis Obispo                   | Coca-Cola | 07/30/19 – Company | −                                          | −                                           | X                                        |
|                                  |           | –/12/31/21         |                                            |                                            |                                          |

Any products used for academic research or medically related patient care are expressly excluded as well, and is not covered in this RFP.

| East Carolina University          | Coca-Cola | 01/01/11 – Company | −                                          | −                                           | X                                        |
|                                  |           | –/12/31/21         |                                            |                                            |                                          |

Any competition is allowed on the basis of specific priorities per our ongoing discussions with GSU: Sustainability and Research Support – $25,000.

| Georgia Southern University       | Coca-Cola | 09/01/14 – Company | −                                          | −                                           | X                                        |
|                                  |           | –/08/31/24         |                                            |                                            |                                          |

Coca-Cola has outlined the following recommendation of this disbursement of the $500,000 annual sponsorship funding based on the order of importance of specific priorities per our ongoing discussions with GSU: Sustainability and Research Support – $25,000.

| Georgia State University          | Coca-Cola | 07/01/16 – Company | −                                          | −                                           | X                                        |
|                                  |           | –/06/30/26         |                                            |                                            |                                          |

Company Beverages will be the only Beverages sold, served, distributed, sampled, or otherwise made available on Campus, provided however University may, on a non-exclusive basis, serve, sell or dispense the following Competitive Products (“Permitted Exceptions”) on Campus, provided that no Competitive Products are sold, vended, distributed, dispensed or otherwise served from Sponsor’s Equipment: Use of any beverages for academic research purposes.

| Kansas State University           | PepsiCo, Inc  | 07/01/15 – Company | −                                          | −                                           | X                                        |
|                                  |               | –/06/30/22         |                                            |                                            |                                          |

Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for KSU or its employees to engage in academic research involving a Competitive Product. If such research involves sales of Competitive Products at KSU, KSU will notify Pepsi of the sales as soon as KSU becomes aware of such sales, provided that, in the judgment of KSU, said notification can be made without compromising or having a negative effect on such research.

| Louisiana State University and Agricultural & Mechanical College | Coca-Cola | 04/01/11 – Company | −                                          | −                                           | X                                        |
|                                                               |           | –/06/30/21         |                                            |                                            |                                          |

Notwithstanding anything to the contrary contained in this Agreement, and in addition to all rights reserved by LSU, the following activities are specifically permitted and are not prohibited by this Agreement, and their occurrence shall not constitute a breach of this Agreement: (a) Activities conducted by LSU pursuant to the performance of research grants and contracts or in the conduct of its instructional programs, provided that in connection with such activities no Person shall (1) be designated by LSU in writing as a commercial or promotional “sponsor” of any LSU activity related to the sale of a Product or be granted the right by LSU in writing to so claim in any advertising or promotion of its Products; or (2) be granted any rights related to a Product beyond those necessary for the performance of research grants and contracts or in the conduct of LSU’s instructional programs.

| Ohio State University – Main Campus | Coca-Cola | 07/01/18 – Company | −                                          | −                                           | X                                        |
|                                    |           | –/06/30/23         |                                            |                                            |                                          |

During the Term, sponsors, sellers, manufacturers, distributors, and/or marketers of Competitive Products may sponsor bona fide research projects or acquire services from a University department or unit (e.g. testing services and Fisher College of Business conducting survey) conducted by University’s faculty, students and/or staff on the Campus. Further, University may accept charitable gifts or grants from manufacturers, distributors and/or marketers of Competitive Products and may recognize such donors or grantors pursuant to standard University policy and typical University practices, including, without limitation, through appropriate donor recognition societies and publications and fund or academic program namings, provided, however, that no Competitive Product brand names shall be granted naming rights to any external physical facilities or buildings on Campus during the Term of this Agreement, without prior consultation with Sponsor. If University decides to move forward with competitor, Sponsor and University will meet to determine a mutually agreed upon remedy, if any. For the avoidance of doubt, University is permitted to grant naming rights to Competitive Product brand names through physical space namings of areas located inside physical facilities or buildings (e.g., classrooms, wings of buildings, labs, etc.). For contributions from Competitive Products for which a standard recognition would result in high public visibility (not including standard donor listings), University shall provide Sponsor with an advance courtesy notice of any such recognition.

| Purdue University – Main Campus | Coca-Cola | 07/01/13 – Company | −                                          | −                                           | X                                        |
|                                 |           | –/06/30/20         |                                            |                                            |                                          |

During the Term, University’s faculty and/or students on the West Lafayette Campus may use Competitive Products in bona fide academic research projects.

| University of Akron – Main Campus | Coca-Cola | 07/01/12 – Company | −                                          | −                                           | X                                        |
|                                  |           | –/06/30/22         |                                            |                                            |                                          |

During the Term, manufacturers, distributors, and/or marketers of Competitive Products may sponsor bona fide academic research projects conducted by University’s faculty and/or students on Campus.

| University of Arkansas           | PepsiCo, Inc | 07/01/12 – Company | −                                          | −                                           | X                                        |
|                                  |               | –/06/30/22         |                                            |                                            |                                          |

Additionally, nothing contained in this Agreement shall preclude the University from hosting academic presentations, sponsored research, conferences or conducting other academic or scientific inquiries that may arise during the life of this Agreement, including, if appropriate, providing a sponsorship or gift acknowledgment for any individual or entity sponsoring (continued on next page)
| University | Beverage company | Year(s) | Has Direct Grant / Gift of Research Funding | Allows Naming Competitor to Acknowledge Grant or Gift | Allows Researching Competitor’s Beverage |
|------------|------------------|---------|---------------------------------------------|--------------------------------------------------|----------------------------------------|
| University of California - Berkeley PepsiCo, Inc | 08/04/11 – 07/31/21 | – | X | – | – |
| University of California – Davis PepsiCo, Inc | 09/01/14 – 08/31/24 | – | – | – | X |
| University of California – Irvine PepsiCo, Inc | 07/01/17 – 06/30/27 | – | X | – | – |
| University of Florida | Coca-Cola Company | 07/01/12 – 06/30/24 | – | – | – |
| University of Georgia | Coca-Cola Company | 01/01/19 – 12/31/28 | – | – | – |

Note: For the past 17 years, the Coca-Cola North America Public Affairs & Communications team has sourced 1-2 students from the Grady College of Journalism to serve as summer interns at The Coca-Cola Company’s headquarters. To date, more than 25 students have served as interns and four have even transitioned into full-time associate roles! This internship program was spear-headed by retired Coca-Cola Vice President of Brand & Business PR and UGA-Grady Alum, REDACTED.

Coca-Cola PAC also supports Grady’s AdPR Academy program to help address diversity gaps in the ad/pr industries. And this year, we expanded our support by offering one of our internship positions to a student (from USC) who participated in the program.

Peabody Awards: Coca-Cola is a longstanding partner of the internationally known and critically acclaimed Peabody Awards, which are run out of the University of Georgia. We have supported it for 20+ years. The program recognizes stories that matter across electronic media. The Peabody award was created in 1940 and has steadily grown from being the “Pulitzer Prize for Radio” to recognizing excellence in TV, radio, podcasts and digital media.

At this time, approximately 200 UGA Alumni are currently Coca-Cola associates, including REDACTED, Sr. Manager, Brand PR who is a current member of the Grady College Alumni Board at REDACTED, President Emeritus of Coca-Cola Scholars Foundation to the President of Coca-Cola North America, REDACTED.

UPDATES:

- Notable UGA Alum in Coca-Cola Senior Leadership: REDACTED, President of Coca-Cola North America; REDACTED, President Emeritus of Coca-Cola Scholars Foundation.
- For the past 17 years, the Coca-Cola North America Public Affairs & Communications team has sourced 1-2 students from the Grady College of Journalism to serve as summer interns at The Coca-Cola Company’s headquarters. To date, more than 25 students have served as interns and four have even transitioned into full-time associate roles! This internship program was spear-headed by retired Coca-Cola senior leaders, REDACTED and REDACTED. Their collective financial support has been recognized by TCOB at the University of Georgia.
- Our partnership goes beyond our corporation and sits within the hearts of our associates who are proud University of Georgia graduates. These alumni give of their personal time and talent through mentorship and volunteerism on UGA Alumni and Academic Department boards. UGA Alumni-turned-Coca-Cola Associates most recently leveraged both personal funds and skilled fundraising to help support the Terry College of Business and the construction of its Business Learning Community. This was spear-headed by retired Coca-Cola senior leaders, REDACTED and REDACTED. Their collective financial support has been recognized by COB at the CEO Honor Roll level” amassing significant funds towards the project and inspiring the creation of the Coca-Cola Plaza at Terry College. This Plaza will be open and operational in the Fall of 2019.

(continued on next page)
Table 1 (continued)

| University                                      | Beverage company | Year(s) | Has Direct Grant / Gift of Research Funding | Allows Naming Competitor to Acknowledge Grant or Gift | Allows Researching Competitor's Beverage |
|-------------------------------------------------|------------------|---------|--------------------------------------------|-----------------------------------------------------|-----------------------------------------|
| University of Georgia Terry College of Business | Coca-Cola Company | 05/01/20 | -                                          | X                                                   | -                                       |
|                                   |                  |         |                                            |                                                     |                                         |
| University of Kansas                        | PepsiCo, Inc     | 07/01/17 | -                                          |                                                     | X                                       |
|                                   |                  |         |                                            |                                                     |                                         |
| University of Massachusetts – Amherst          | Coca-Cola Company | 08/01/14 | -                                          | X                                                   | -                                       |
|                                   |                  | 07/31/19 |                                            |                                                     |                                         |
| University of Minnesota – Twin Cities          | Coca-Cola Company | 07/01/08 | -                                          | X                                                   | -                                       |
|                                   |                  | 06/30/21 |                                            |                                                     |                                         |
| University of Missouri – Columbia             | PepsiCo, Inc     | 08/01/06 | -                                          | X                                                   | -                                       |
|                                   |                  | 07/30/17 |                                            |                                                     |                                         |
| Competitive products used for academic research... will be permitted as an exception. | PepsiCo, Inc | 08/01/19 | X                                          |                                                     | X                                       |
|                                   |                  | 06/30/20 |                                            |                                                     |                                         |

In addition to the many large and substantial program contributions there is a variety of on-going support from both the company and our individual employees that receive one-off requests. Below is a sampling of a small fraction of support from Coca-Cola and its associates, with many of the items being supported on an annual basis. In addition, UGA Alumnae within our organization contribute to UGA and receive the benefits of a matching gift from Coca-Cola to enhance the wide variety of support.

- University of Georgia Terry College of Business Alumni Awards and Gala
- Annual Gardens of the World Ball
- The Coca-Cola First Generation Scholarship Program
- 30th Anniversary of President Jimmy Carter’s Inauguration Conference
- Various Technical Grants
- Establishment Of Athletic Training Curriculum
- Advertisement Space in the UGA Magazine
- The Nunn Forum follow-on initiative
- Center For Marketing Studies
- Senior Awards Banquet
- Georgia Economic Outlook Luncheon
- Contribution To The History Department
- Economic Forum Luncheon
- Leadership Uga - The Leadershape Institute
- Catalina Del Corral Memorial Scholarship Fund
- Endow Grant For Secondary/elementary Teaching
- Non-profit Management Program
- Purchase Of President’s Mansion Furnishings
- Center For Marketing Studies
- Red Clay Conference Support
- World War II Exhibit Sponsorship
- Dr. REDACTED Research
- University Of Vera Cruz Faculty Development Program
- Dooley Library Endowment Fund
- University Trust
- Cont. - Jhon H. Powers Scholarship Fund
- Cont. A.H. “Billy” Sterne Chair In Banking And Finance
- Nat’l Conf. On Helping Disabled Women With Full Employment
- Memorial Donation
- Contribution For The Food Science Department
- Contribution To The Dean Runk Project
- University of Houston
- Coca-Cola Company
- 05/01/20 – 04/30/20
- Other water Beverages that are Competitive Products may be used in bona fide academic studies or research conducted by University faculty or students.
- University of Kansas
- 07/01/17
- 06/30/27
- Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for University or its employees to engage in academic research involving a Competitive Product.
- University of Massachusetts – Amherst
- Coca-Cola Company
- 08/01/14
- 07/31/19

[Note: any product used for academic research is also excluded from this definition of Beverage.

University of Minnesota – Twin Cities
- Coca-Cola Company
- 07/01/08
- 06/30/21

[Note: any product used for academic research is also excluded from this definition of Beverage.

University of Missouri – Columbia
- PepsiCo, Inc
- 08/01/06
- 07/30/17

Competitive products used for academic research... will be permitted as an exception.

University of Nebraska – Omaha
- PepsiCo, Inc
- 08/01/19
- 06/30/20

It shall not be a violation of this Agreement for the University or its employees to engage in academic research involving a Competitive Beverage so long as the research does not involve the sale or distribution of a Competitive Beverage on the Lincoln Campus.

[PepsiCo’s response to the RFP, which is part of the contract: LinPepCo Is Proud To Support UNL Student Life Programs Including: Undergraduates in Creative Activities & Research Experience Program (UCARE)

Supporting undergraduate research in the arts, education, engineering, humanities and the traditional sciences like chemistry, biology, and physics.

University of North Carolina – Chapel Hill
- PepsiCo, Inc
- 08/06/14
- 08/05/24

[PepsiCo’s response to the RFP, which is part of the contract: During the time Dr. REDACTED has served in this CSO (Chief Scientific Officer) role, PepsiCo has expanded investment in R&D, recruiting highly regarded clinical scientists, global health policy makers and medical experts and has launched research projects with leading universities and other institutions around the world.

University of Oklahoma – Norman
- Coca-Cola Company
- 08/01/18
- 07/31/28

Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for OUNC or its employees to engage in academic research involving a Competitive Beverage. If such research involves sales of Competitive Beverages on Campus, all such sales will be temporary in nature and made solely for research purposes. OUNC will notify Sponsor of the sales as soon as OUNC becomes aware of such sales, provided that, in the judgment of OUNC, said notification can be made without compromising or having a negative effect on such research.

University of South Florida
- Coca-Cola Company
- 08/01/02
- 07/31/20

(continued on next page)
In this descriptive study of 131 pouring rights contracts between large public universities and beverage companies, we found that nearly one quarter contained provisions related to research. However, few contracts \( (n = 3) \) contained provisions that made direct grants or gifts of research funding – although one additional contract referenced separate agreements supporting research at that university. Three also contained provisions that allowed universities to acknowledge funding via a grant or a gift from a competing beverage company. Finally, nearly one-fifth of contracts contained provisions allowing the university to conduct research using a competitor’s beverage – although one specified that the beverage must be water.

Given the sharp increase in food and beverage industry-sponsored research in the past decade \( (\text{Bragg et al., 2020}) \), the absence of provisions that made direct grants or gifts of research funding in our study suggests that funding from the beverage industry to university researchers is occurring through mechanisms other than pouring rights contracts. These may include separate contracts (i.e., additional contracts with funding not embedded within the pouring rights contracts) between the beverage company and the university or with individual researchers directly. There are, however, challenges to tracking industry-sponsored research, as there is no central location for documentation. \( \text{(Margetts and Arab, 2001; Serodio et al., 2018; Steele et al., 2019)} \) Based on prior studies, evidence of these agreements may be available through FOIA requests for documents other than pouring rights contracts (e.g., other types of contracts, emails) and public announcements. \( \text{(Bragg et al., 2020; Serodio et al., 2018; Steele et al., 2019; Serodio et al., 2020)} \).

We also found that 4 contracts contained provisions that allowed universities to acknowledge funding from competing beverage companies. Transparency in research is critical to maintain public trust and academic credibility, and these disclosures are especially important in scientific publications so that readers have the opportunity to assess the specific hypotheses and did not examine differences by geographic region or university characteristics. This is an area for future study.

Nutrition research has become increasingly intertwined with the food and beverage industry \( \text{(Bragg et al., 2020)} \). Schilling et al. found that research studies sponsored by or with ties to the beverage industry were more likely to find no association between sugar-sweetened beverage intake and metabolic outcomes related to obesity and diabetes. \( \text{(Schilling et al., 2016)} \) Conversely, however, a systematic review found insufficient evidence to quantify the effect of industry sponsorship on nutrition research \( \text{(Chartres et al., 2016)} \). Some researchers have also highlighted the potential benefits of industry-sponsored research (e.g., decreases in government funding for research) and argue that not all funding from food and beverage companies is harmful \( \text{(Bragg et al., 2020)} \).

Regardless, the scientific community has a responsibility to ensure academic integrity, which includes providing access to information about industry-sponsored research. In this study, we found few references to research in general and very few contracts included explicit grants or gifts of funding for research specifically. Thus, beverage companies do not appear to provide much research funding via pouring rights contracts.

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### CRediT authorship contribution statement

**Sara E. Benjamin-Neelon:** Project administration, Conceptualization, Methodology, Writing – original draft. **Elyse R. Grossman:** Methodology, Investigation, Validation, Writing – review & editing. **Eva Greenthal:** Project administration, Methodology, Investigation, Data curation, Validation, Writing – review & editing. **Stephanie A. Lucas:** Investigation, Validation, Writing – review & editing. **Katherine Marx:** Investigation, Validation, Writing – review & editing. **Martha Ruffin:** Investigation, Validation, Writing – review & editing.

### Declaration of Competing Interest

The authors declare that they have no known competing financial interests or personal relationships that could have appeared to influence the work reported in this paper.

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