



## AHA Award Agreement

The awardee can download a personalized copy of the Award Agreement from Grants@Heart. Listed below for your review are the AHA Award Agreement Terms & Conditions. We believe our Award Terms & Conditions are very liberal and favorable towards the Investigator and the Institution. In recent years, the number of requests to modify our Agreement has increased significantly creating an excessive administrative burden for our research team and legal staff. As a result, the AHA has moved to a practice of not modifying the Award Agreement Terms & Conditions.

### Terms and Conditions

**Award:** The AHA will make an Award, in accordance with the AHA's payment and schedule regulations as set out in the Award letter for the type of Award, to the Institution for the Research Project submitted by the Awardee and Institution. The Institution is responsible for disbursing funds to the Awardee (typically the Principal Investigator and Co-Investigator(s), if applicable). In accepting an Award from the American Heart Association (AHA), the Awardee and the Institution assume the obligation to expend the Award for the purposes as set forth in the Research Project application submitted to the AHA, and in accordance with the regulations and the policies governing the AHA Award programs or, where not specified, consistent with the policies and practices of the Institution. There can be no duplicate funding for the Research Project, meaning AHA will provide no more than one Award for each Research Project. If the Award is for a fellowship, then the Awardee must devote substantially full time to research, or activities directly related to development into an independent researcher, including without limitation, clinical research and ancillary activities (as opposed to administration, patient care or teaching responsibilities). Awards are disbursed in United States Dollar currency only. Currency conversion fees are not included in the award funding. Awardee and Institution are responsible for all currency conversion fees.

**Award Period:** The period for the Award starts and ends on the dates set out above and as stated in the Award letter sent by the AHA to the Awardee or Institution.

**Financial Report:** For Awards (project support), the Fiscal Officer of the Institution must provide the AHA with a Financial Report co-approved by the Awardee by the date set out in the Award letter, or immediately following the end (within 90 days) of each year of the Award Period if no date is set in the Award letter. Financial Reports must be completed using the United States Dollar as currency. The Institution must, upon prior notice, make accounting records of disbursements made from the AHA's Award funds available to AHA representatives.

**Scientific Report:** Each year during the Award Period, on or before the date in the Award letter, or at the end (in the last 30 days) of each year of the Award Period if no date is set in the Award letter, the Awardee must submit a Scientific Report of the Awardee's accomplishments and activities. Scientific Reports, oral or written, will be required by AHA, depending on the award category. In the final year of the Award, the Awardee must include in the Scientific Report a list of articles published or accepted for publication plus a summary of the Research Project results. Additional reporting may be required if set forth in the Request For Applications for this Award.

**Reports and Other Correspondence:** All reports and correspondence must be delivered to the AHA in accordance with the AHA's standard operating procedures, including without limitation, electronic submissions.

**AHA's Non-Receipt of Reports:** If the Financial Report or Scientific Report is not received by the date due, the AHA may withhold all future Award payments until receipt of the report. In addition, the final

payment (or some lesser amount determined by the AHA) of the Award may be withheld until all required reports have been received by the AHA. All withheld Award payments revert back to the AHA if the AHA has not received all required reports within six months after the Award period ends.

**Open Science Policy:**

**Public Access:** The AHA requires that all journal articles resulting from AHA funding be made freely available in PubMed Central within 12 months of publication. It will be the responsibility of the author to ensure this occurs.

**Open Data:** Any research data that is needed for independent verification of research results must be made freely and publicly available in an AHA approved repository within 12 months of the end of the funding period (and any no-cost extension). A list of Award categories exempt from this requirement is available in the Research Award guide and FAQs. Please also see AHA's Open Science Policy:

[http://professional.heart.org/professional/Research/FundingOpportunities/Open-Science-Policy-Statements-for-AHA-Funded-Research\\_UCM\\_461225\\_Article.jsp](http://professional.heart.org/professional/Research/FundingOpportunities/Open-Science-Policy-Statements-for-AHA-Funded-Research_UCM_461225_Article.jsp)

In addition to the Open Data Policy requirements, the AHA may require that all research data needed for independent verification of this research must also be provided in an AHA-approved format to an AHA-approved data repository within one year after the end of the Award. If AHA imposes such requirement, AHA will notify Awardee within a reasonable time period after the end of the Award.

**Attribution:** It is the responsibility of the Awardee, the Sponsor and the host Institution to ensure that AHA support is properly acknowledged in all presentations (including oral or poster presentations, news releases, interviews with reporters and all other communications) and publications resulting from work carried out during the tenure of their Award. To enable the accurate evaluation of outcomes from AHA research investments, it is critical that acknowledgements mention AHA as the funding organization, as well as the specific grant ID number and the names of each author supported by each AHA grant. The recommended format follows: "THIS WORK WAS SUPPORTED BY AMERICAN HEART ASSOCIATION GRANT # \_\_\_\_\_ / AWARDEE NAME / AWARD YEAR." If more than one AHA Award supported the published research, then each Award should be cited separately with the grant ID and name(s) of supported authors.

**Attribution Scope:** The scope of the research to be acknowledged depends on the Award type. Please refer to the Award guide for specific attribution requirements.

**Responsibilities for Reporting Attributions:** The AHA must be notified according to current procedures of all publications and presentations (including oral or poster presentations, news releases, interviews with reporters and other communications) acknowledging AHA support. It is the primary responsibility of the Awardee to notify the AHA when a manuscript attributing support to the AHA is published, regardless of whether the work is published during or following the term of Award. For Awards where there is a Sponsor, the Association looks to the Sponsor to ensure that there is appropriate attribution and notification of the AHA. The Sponsor serves as a mentor/supervisor for junior investigator Awards. The Sponsor's input is particularly important for less experienced trainees and for trainees who have left the Institution after the term of Award. More information is available in the Research Award guide and FAQs.

**Publicity:** The Awardee and Institution will not permit release of any publicity regarding the Award or the Research Project without prior review and approval from the AHA. Also, by accepting this Award the Institution agrees to include and identify the AHA as a funder/benefactor on any and all reports, either public or private, that detail the Institution's list of donors.

**Abstract Submission:** Since AHA Awards are made possible through voluntary contributions by the public, research results should be made available to the public promptly, either by presentation to scientific societies or publication in scientific journals. Within 18 months of the end of the funding period (and any no-cost extension), each **AHA Awardee is strongly encouraged** to submit the results of his/her AHA-funded work to at least one AHA-sponsored professional scientific meeting. AHA award funds may be used to pay abstract submission fees.

**Award Transfers:** The Awardee must obtain the AHA's prior written approval for a transfer of the Award to another institution. If approval is not obtained, the Award terminates on the date the Awardee leaves or ceases to work at the Institution.

**Leave of Absence/Early Termination:** The Awardee or the Institution's department head will promptly notify the AHA if, for any reason, the Awardee will be absent longer than 60 days from the Research Project. The Award terminates if the AHA does not approve this absence or the Awardee discontinues the Research Project. If the Principal Investigator (or Co-Investigator(s) if applicable) is absent from the Research Project, and the AHA does not receive notice of such absence for a period of 60 days or longer, then the AHA may require the full repayment of the Award.

**Eligibility Requirements:** Throughout the duration of their Award including any authorized extension period, Award recipients must meet all AHA eligibility requirements for the Program Description to which they applied. Eligibility requirements are set out in AHA's Program Descriptions. Awards are subject to termination if the Awardee no longer meets any one of the AHA eligibility requirements. It is the responsibility of the Awardee's Institution (as the visa Sponsor or employer) to ensure Awardee's compliance with AHA eligibility requirements, including any legal verification of citizenship or visa status if applicable.

**Department Head Change:** The Institution and Awardee will promptly notify the AHA of a department head change at the Institution.

**Change in Principal Investigator or Co-Investigator(s) if applicable:** Changes of Principal Investigator on career development awards and career recognition awards is prohibited. A permanent change of Principal Investigator or co-Principal Investigator for research project-based awards or Sponsor for fellowship awards must be approved in advance in writing by the AHA. See the Award Guide for Award Types.

**Title to Equipment:** Title to equipment purchased with AHA Award funds shall be vested in the Institution where the Awardee is conducting research with the explicit understanding that such equipment is for use by the Awardee during the term of the Award, which includes any authorized extension. If the AHA approves the transfer of an Award to another Institution, equipment purchased with AHA Award funds will be transferred and title to the equipment vested in the new Institution for the specific use by the designated Awardee. Permanent vesting will be in the Institution where the Research Project is completed or terminated.

**Inventions:** Inventions resulting from the Research Project, and to which the Awardee is a party, and which arise during the Award Period, will be subject to the AHA *Patent, Intellectual Property and Technology Licensing Policy* (also referred to as the AHA "*Patent Policy*"), in effect at the time the Award is accepted; as well as being subject to the corresponding policies, if any, of the Institution where the work was performed. The Institution and the Awardee acknowledge and agree to the AHA's right to participate in revenue from Inventions that are the subject of licensing or other revenue-generating agreements, regardless of whether the Invention is patented or copyrighted. Unless otherwise agreed to in writing by the AHA, the amount of the AHA's participation shall be guided by the principle that the AHA's sharing of income shall be in proportion to the AHA's portion of support for the work or research giving rise to the Invention. The AHA waives receipt of income until the cumulative net income (i.e., net of any direct out-of-pocket patenting costs) from an Invention conceived or reduced to practice from the performance of an AHA Award exceeds \$500,000. Institution, Awardee(s), and Co-Investigator(s) if applicable, agree to meet all reporting requirements set out in the AHA *Patent Policy* relative to any Invention.

**Ethical Issues:** The AHA endorses the principles of the Association of American Medical Colleges (AAMC) report, "The Maintenance of High Ethical Standards In The Conduct of Research." The AHA's *Standards on Falsification of Scientific Data, Plagiarism, and Scientific Misconduct* statement will serve as a guideline when allegations are made or indications arise of falsification of scientific data, plagiarism, or other scientific misconduct. The AHA does not fund scientific research that involves the use of human fetal tissue or the derivation or use of human fetal or human embryonic stem cells. Human adult stem cell research is governed by the AHA's standards for *Ethical Aspects of Research with Human Subjects and Animals*. Prior to AHA's disbursement of any monies from the Award, the Executive Officer of the sponsoring Institution and the Awardee must affirm that research involving human or animal experimentation: 1) has been endorsed by a committee on clinical investigation, or other clearly designated appropriate body, of the sponsoring Institution; 2) that any research involving human subjects will conform ethically with the guidelines prescribed by the National Institutes of Health (NIH) including the provision of suitable explanation to human subjects or their guardians concerning the experimental design and all significant hazards, so that they may be in a position to provide appropriate informed consent prior to the investigations; 3) that research involving animals will conform with the current *Guide for the Care and Use of Laboratory Animals*, NIH publication, DHHS/USPHS, and with federal laws and regulations, and has been approved by the Institution's Animal Care and Use Committee; and 4) that wherever applicable, the research protocol will be reviewed and approved by the Institution's biohazards committee, as well as conforming to NIH guidelines.

**Independent Contractor:** The nature of this arrangement is a funding agreement, and no employment or agency relationship is created between the AHA and the Awardee or Institution.

**Liability:** The AHA is not responsible for any claim, judgment, award, damages, settlement, negligence or malpractice arising from the Research Project or investigation related to this Award. The Awardee and

Institution acknowledge responsibility for the conduct of research or investigations related to this Award, and release the AHA from all claims or liability that may arise from the conduct of research or investigations related to this Award resulting from any act or omission on the part of the Awardee and Institution, their employees, agents, or representatives to the extent allowed by applicable law. The AHA reserves the right to modify the terms or conditions of this Agreement upon twelve months prior written notice to the Awardee and Institution.

**Reference to Documents:** All documents referenced in this Agreement, including without limitation AHA policies and regulations, are incorporated by reference in this Agreement and can be found at [http://www.professional.heart.org/professional/ResearchPrograms/UCM\\_316889\\_Research.jsp](http://www.professional.heart.org/professional/ResearchPrograms/UCM_316889_Research.jsp) on the AHA's website.

**Use of Awardee Information:** The Awardee and Institution give the AHA the right to use their names and other information in AHA web content, publications, programs, promotional, advocacy and fund raising efforts and further to place their information into the Health Research Alliance's ([www.healthra.org](http://www.healthra.org)), online database of privately funded grants.

**Reporting Scientific Accomplishments and Career Progress:** Awardees are required to promptly respond to all requests from AHA for updates on their scientific accomplishments, impact they have made to their science areas, and career progress.

**Survival:** The sections on AHA's Non-Receipt of Reports, Attribution, Inventions, and Liability all survive termination of this Award.

**Applicable Law:** This Agreement and all adversarial proceedings arising out of this Agreement, shall be governed by the substantive laws of the State of Texas, without reference to its conflict of laws provisions. However, if Institution is a governmental entity or state institution, this Agreement shall be interpreted and construed under the substantive laws of the state in which the Institution resides without respect to its conflict of law principles.

**Termination:** In addition to the early termination provisions stated in the Award Transfers and Leave of Absence/Early Termination sections above, the AHA may terminate this Award Agreement at any time without liability upon ninety (90) day written notice to Awardee if the AHA reasonably determines that continuing the Award would materially damage the reputation of AHA or would not further AHA's mission as a publicly supported charitable organization. In the event of this termination the AHA reserves the right to withhold any further funding disbursement from the date of termination.

**Entire Agreement:** This Agreement and any attachments, constitute the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements and understandings, whether oral or written, and all negotiations, letters, other papers and documents, except as specifically incorporated by reference herein.