

American Heart Association Peer Reviewer Certification Statement

Confidentiality and Nondisclosure:

The American Heart Association (“AHA”) has asked me to help the AHA by previewing confidential materials and providing feedback related to the materials. While I understand that there is no monetary consideration involved with being an AHA peer reviewer or this project, the opportunity to participate in cutting edge science, interact with leading scientists in my field and help AHA accomplish its mission are sufficient consideration for my role as a peer reviewer. In return, I agree to all the terms and conditions in this Peer Reviewer Certification Statement (this “Agreement”).

During my participation as a peer reviewer, AHA will provide me with, or give me access to, certain confidential information, documents, products, and materials, whether in written or oral form (“Confidential Information”), and I may be involved in discussions regarding the Confidential Information. I agree to keep all Confidential Information shared with me in my role as a peer reviewer confidential.

I understand that all of the Confidential Information belongs to the AHA and that it is extremely important that I do not share any part of it or information about it with anyone other than the AHA staff. Rules related to the confidentiality of Confidential Information disclosed to advisory committee members in the course of an AHA peer review prohibit a peer reviewer serving on an AHA peer review committee from, among other actions:

- 1) Sharing applications, proposals, or meeting materials with anyone who has not been officially designated to participate in the peer review meeting, including but not limited to colleagues, lab members, fellows, students, applicants, offerors, or employees of an offeror.
- 2) Granting anyone who has not been officially designated to participate in the peer review process access to any AHA- secure computer system or advisory committee meeting using his or her password or credentials, or through shared communication.
- 3) Disclosing, in any manner, information about the committee deliberations, discussions, evaluations, or documents to anyone who has not been officially designated to participate in the peer review meeting, including but not limited to a colleague, lab member, fellow, student, applicant, offeror or employee of an offeror.
- 4) Disclosing, in any manner, information about the committee deliberations, discussions, or evaluations related to an application or proposal to another member who has declared a real or apparent conflict of interest with that application or proposal.
- 5) Using information contained in an application or proposal for his/her personal benefit or making such information available for the personal benefit of any other individual or organization.
- 6) Participating in AHA peer review without affirming complete compliance with this Agreement.

Should I breach this Agreement, such as by disclosing Confidential Information without permission, I agree to be responsible for all costs to the AHA to recover from my breach of this Agreement and that the AHA may obtain an injunction or similar court order needed to stop or prevent future harm based on my unauthorized disclosure of Confidential Information.

Additionally, the AHA may take steps in response to a violation of the above rules, to preserve the integrity of the AHA review process. Depending on the specific circumstances, such steps may include but not be limited to:

- 1) Notifying or requesting information from a reviewer's institution.
- 2) Terminating a reviewer's service.

At the end of my role in the project, or anytime at the AHA's request, I agree to destroy, delete, and/or return all Confidential Information and any materials related to applications or proposals, associated materials made available to reviewers, information and materials related to the recruitment process and reviews, reviewers' evaluations, and discussions during review meetings. I will also continue to adhere to the requirements within this Agreement at all times.

I also understand that it is an essential part of my role in this project that AHA can contact me. I agree that the AHA can use any of the information I provide about myself during registration, as well as any of the information I provide while participating in the project (whether intentionally or automatically by my actions in the project), for any purpose related to the project. I understand that the AHA has a [Privacy Policy](#) that governs its projects and is applicable to this one.

Conflict of Interest

I hereby state that I have read, understand and agree to abide by the [American Heart Association's Relationship Disclosure & Conflict Resolution Policy](#).

This Agreement is governed under the laws of the state of Texas without regard to its conflict of law provisions. Any dispute relating to the terms, interpretation or performance of this Agreement must be brought in the state or federal courts located in Dallas County, Texas and I hereby submit to the jurisdiction of such courts.

This Agreement represents the entire understanding and agreement between the parties with respect to non-disclosure of confidential information and conflicts of interest and supersedes any prior or contemporaneous agreements, whether oral or written, expressed or implied. Should any provision of this Agreement be held to be invalid, illegal, or unenforceable, that provision shall be severed, and the validity and enforceability of the remaining provisions shall not in any way be impaired or affected.