

**AWARD AGREEMENT**

Research Administration

7272 Greenville Avenue

Dallas, Texas 75231-4596

Email: awards@heart.org

**Please Print or Type**

Last Name, First, Middle Initial (“Awardee” or “Principal Investigator”) Degree(s) AHA Reference Number

Institution Name (“Institution”)

Project Title (“Research Project”)

Award Period From: To:

**Awardee/Principal Investigator and Institution acknowledge and agree that the award of any funds by the American Heart Association, Inc. (the AHA) shall be subject to Awardee providing the information as requested on this form and acceptance of the terms and conditions attached hereto, as shown by Awardee’s and Institution’s authorized signatures set out below.**

**Date**

X

**Signature** of Awardee/Principal Investigator

X

**Signature** of Grants and Contracts Officer

Name of Grants and Contracts Officer

Address

Internet E-Mail Address for Grants Officer

City, State, Zip Code

X

**Signature** of Fiscal Officer

Telephone and FAX Numbers

Name of Fiscal Officer

 Internet E-Mail Address for Awardee

Internet E-Mail Address for Fiscal Officer

X

**Signature** of Department Head

Name of Department Head

Please upload the signed Agreement to the appropriate deliverable on your award record in ProposalCentral.

**Questions:** awards@heart.org or 214-360-6107 option 2

Internet E-Mail Address for Department Head

**AHA Award Agreement Terms and Conditions**

**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 [https://professional.heart.org/researchpolicies](%20https%3A/professional.heart.org/researchpolicies).

**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 AHA does not make award payments by invoice. 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. Additional reporting may be required as determined by the AHA.

**IP Report:** On or before January 31 of each calendar year after an Award has been accepted, an annual report is due under AHA’s Intellectual Property Policy for Research Funding (referred to as the “AHA IP Policy”).

**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 reports or other deliverables, assigned in the grants management system, are not received by the date due, the AHA may withhold all future Award payments until received. In addition, the final payment (or some lesser amount determined by the AHA) of the Award may be withheld until all reports or other deliverables have been received by the AHA. All withheld Award payments revert to the AHA if the AHA has not received all reports or other deliverables within six months after the Award period ends.

**AHA Membership Requirement:** The Awardee must maintain an active AHA Professional Membership account throughout the duration of the Award period.

**Open Science Policies:**

**Public Access:** The AHA requires that all journal articles resulting from AHA funding be made freely available in PubMed Central (PMC) and linked to an AHA award within 12 months of publication. It is the responsibility of the Awardee to ensure journal articles are deposited into PMC and that all necessary rights are retained in order to do so.

**Open Data:** Any factual data that is needed for independent verification of research results must be made freely and publicly available in an AHA approved repository as soon as possible, and no later than the time of an associated publication or the end of the award period (and any no-cost extension), whichever comes first. A list of Award programs exempt from this requirement is available in the AHA Award Guide and Open Science FAQs.

**Precision Medicine Platform:** In addition to the Open Data Policy requirements, the AHA requires that research data be deposited in AHA’s [Precision Medicine Platform](https://precision.heart.org/) (PMP), as soon as possible, and no later than the time of an associated publication or the end of the award period (and any no-cost extension), whichever comes first. Awardees will be required to agree to the [PMP Terms of Service](https://precision.heart.org/tos) which are presented electronically upon account registration and incorporated by reference herein. Each Awardee may be eligible to utilize a designated amount of Amazon Web Services (AWS) credits to use the PMP workspace. The PMP workspace may be decommissioned, at AHA’s sole discretion, but such decommission will not occur earlier than six months after the end of the Award period. All remaining AWS credits expire when the PMP workspace is decommissioned.

**Attribution:** It is the responsibility of the Awardee, the sponsor and the Institution to ensure that AHA support is properly acknowledged in all references to research outputs (including but not limited to oral or poster presentations, news releases, interviews, publications, data, code, preprints, preregistration, blogs, and podcasts) 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 or grant DOI and the names of each author supported by each AHA Award. The recommended format follows: "THIS WORK WAS SUPPORTED BY AMERICAN HEART ASSOCIATION GRANT # (or grant DOI)\_\_\_\_\_/ 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 or grant DOI and name(s) of supported authors.

**Attribution Scope:** It is expected that outputs of research proposed in the grant application or developed during a research project-based award will acknowledge support by AHA, whether released during or after the term of award.Please refer to the AHA Award Guide.

**Responsibilities for Reporting Attributions:** The AHA must be notified according to current procedures of all research outputs acknowledging AHA support. This information will in most cases be provided in annual scientific reports; additional reporting may be required for some programs. 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 AHA Award Guide.

**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, preprints, or publication in scientific journals. Within 18 months of the end of the Award 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 their employment 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 the 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 AHA 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 specific use by the designated Awardee. Permanent vesting will be in the Institution where the Research Project is completed or terminated.

**Intellectual Property:** Intellectual property, including inventions, conceived or reduced to practice in the performance or as a result of an Award will be subject to the AHA IP Policy in effect at the time the Award Agreement is signed. The Institution and the Awardee acknowledge and agree that AHA has the right to participate in revenue generated from the commercialization of intellectual property as set forth in the AHA IP Policy, regardless of whether the intellectual property is patented or copyrighted. Institution, Awardee(s), and co-investigator(s) if applicable, agree to meet all reporting requirements set out in the AHA IP Policy relative to any intellectual property.

**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 Policy on 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 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 has been approved by an appropriate Institutional Review Board or an equivalent body and conforms to applicable U.S. National Institutes of Health guidelines; 3) that research involving animals has been approved by an appropriate animal care and use committee or equivalent and adheres to the U.S. Animal Welfare Act, and any applicable regulations and guidelines by the National Health Council, U.S. Department of Agriculture, or National Institutes of Health; 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.

**Unlawful Harassment:** AHA prohibits and does not tolerate unlawful harassment or discrimination committed on the basis of age, race, color, creed, religion, sex, gender, ethnic or national origin, pregnancy, disability, uniformed service, veterans’ status, sexual orientation, gender identity or expression, genetic information, marital status or based on political or religious opinions or affiliations, or any other characteristic protected by applicable law. By accepting this Award from the AHA, Institution represents and assures AHA that (a) the Institution has in place adequate policy(ies) and procedures for reporting, investigating and addressing allegations of unlawful harassment or discrimination brought to its attention, and trains PIs and Mentors on the policy(ies) and procedures (b) no member of the research team has been determined to have violated its policy(ies) against unlawful harassment or discrimination within the last three years, (c) it is not aware that Awardee or anyone on the research team has been convicted or adjudicated as violating harassment or discrimination laws, and (d) it will promptly report to AHA any determinations that any member of the research team has violated its applicable anti-harassment or anti-discrimination policy(ies). In addition, AHA recipient Institutions are required to notify AHA when individuals identified as PI or other Senior/Key personnel included in an AHA notice of award are removed from their position or are otherwise disciplined by the recipient institution due to concerns about harassment, bullying, retaliation or hostile working conditions. An authorized Institutional representative must notify AHA within 30 days of the removal or disciplinary action. All required notifications must include, at a minimum a) name of the authorized Institutional representative submitting the notification, b) name of the individual of concern, c) description of the concern(s), d) action(s) taken, and e) any anticipated impact on the AHA-funded award(s).

**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.

**Use of Awardee Information:** The Awardee and Institution give the AHA the right to reveal their names and other award information in any AHA web content including its research portal, publications, programs, promotional, advocacy and fundraising efforts and further to place their information into the Health Research Alliance’s (www.healthra.org), online database of privately funded grants. AHA will not use the names of Awardee and Institution to endorse or oppose AHA’s products or services, without the express written permission from Awardee and Institution.

**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 herein, the AHA may terminate this Award Agreement at any time, in whole or in part, with or without cause. 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 and activities 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. This Award is subject to the additional terms in Appendix A.

**Subcontractors**: AHA holds grantees accountable for their subawardees' research, spending, and reporting actions, which must conform to all terms and conditions of a grant award.

**Appendix A**

**Special Grant Funding Terms**

Awardee acknowledges that this Agreement is a subaward under a grant award AHA has received from a funding organization (“Funder”) The grant award to AHA carries specific obligations that AHA must include in any grants that include Funder’s support. These terms are mandatory and not negotiable for this Award. In the event of conflict between the terms of this Appendix and the Agreement, this Appendix will control.

**Lobbying**: No funds may be used to support activities that constitute lobbying as defined in Internal Revenue Code Section 4945(d)(1) and the regulations thereunder. Such prohibited activities include any attempt to influence any legislation – U.S. or non-U.S. – through communication with any member or employee of a legislative body or any other governmental official or employee who may participate in the formulation of legislation in which reference is made to specific legislation and a view on such legislation is expressed. Legislation refers to legislation that has already been introduced in a legislative body or to a specific legislative proposal that an organization supports or opposes. The regulations also prohibit support of “grass roots lobbying communications,” which are defined as communications that: (1) refer to specific legislation, (2) reflect a view on such legislation, and (3) encourage the recipient of the communication to take action with respect to such legislation. Further, the dissemination of the results of any activity that is designed to be nonpartisan analysis, research, or study may not be limited to or be directed toward persons who are interested solely in one side of a particular issue.

**Accounting and Auditing**: Awardee acknowledges that records related to this Agreement may be made available to Funder, its representatives and assignees upon Funder’s request. Awardee shall retain books and records with respect to the use of the Award funds for a period of at least four years after the end of an Awardee fiscal year where grant funds were used. Awardee shall maintain a complete and accurate copy of its working papers file containing a copy of any presentation, progress review, report, invoice or other document furnished to the AHA by Awardee in connection with the project, together with any working papers necessary to support its conclusions and analysis relating to the project for at least four years after the termination of the Award.

AHA may engage internal and/or external independent auditors to audit the expenses incurred and activities carried out in the performance of this Award at any time during the term of the Award, or for a period of at least four years after the termination of the Award, upon reasonable advance notice to Awardee. Awardee will cooperate with AHA upon written request in responding to any request by AHA’s internal and external auditors or regulators with jurisdiction over AHA operations, seeking to verify Awardee’s compliance with the requirements set forth in this Agreement. These audits shall be conducted at the place or places where the accounts of Awardee are normally kept during normal business hours of Awardee. All books, accounts, financial records, reports, files and all other papers, things or property belonging to or in use by Awardee, and necessary to facilitate the audit, shall be made available to the person or persons conducting the audit; and full facilities for verifying transactions with any assets held by depositories, fiscal agents, and custodians shall be afforded to such person or persons. All such books, accounts, records, reports, files, paper, and property of Awardee shall remain in the possession and custody of Awardee. Should the audit disclose any instances of noncompliance or indication of fraud, abuse or illegal acts, such findings shall be shared with Awardee and may also be shared with Funder, along with appropriate recommendations and a request for corrective actions. Awardee hereby binds itself to respond to all questions raised by the auditors in the course of the above-described audit in a timely and satisfactory manner and to reimburse the AHA for all disallowed expenditures. Awardee is responsible for ensuring the compliance of its (sub-) grantees and (sub-) contractors with the audit provisions of this Agreement.

**Anti-Corruption**: As of the date hereof, and at all times during the Award Period, Awardee agrees that no assistance, payments or anything of value (monetary or non-monetary) has been or shall be made, promised or offered by Awardee to, or accepted from Awardee by, any government employee or official (i) in contravention of any U.S. or other applicable law or regulation including, but not limited to, the United Nations Convention Against Corruption and any implementing laws of the United States including the United States Foreign Corrupt Practices Act and the U.K. Bribery Act 2010; (ii) without the express consent of the government for which the employee or official works; and (iii) that is not reasonable, bona fide, and directly related to Awardee’s activities. It is Awardee’s responsibility to ensure compliance with this clause, and to maintain and provide at the AHA’s request documentation demonstrating such compliance. Awardee hereby agrees that no payments or other form of assistance has been or shall be made by Awardee to or accepted from Awardee by any government employee or official to influence any official government act or decision; to induce any government employee or official to commit or omit to commit any act in violation of his or her lawful duty; or to obtain or retain business for, or direct business to any individual or entity. Under no circumstances shall any payments or anything of value be given, made, promised or offered to any U.S. federal, state or local employee or official. Awardee hereby expressly binds itself to include this provision in all subcontracts and sub-grants issued under this Agreement.

OFAC Compliance. “OFAC List” means the Specially Designated Nationals and Blocked Persons List, available at http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx, and any other lists of Sanctioned persons administered or enforced by OFAC.

“Sanctions” means the economic and trade sanctions and trade embargoes imposed, administered, or enforced by the United States, including by the Office of Foreign Assets Control of the U.S. Department of the Treasury (“OFAC”) or the U.S. Department of State.

As of the date hereof, and at all times during the Award Period, Awardee agrees that it has not, shall not, and shall ensure that none of its directors, officers, employees, affiliates, agents, or persons acting on its behalf will, directly or indirectly, use, lend, make payments of, contribute or otherwise make available, all or any part of the Award funds to fund any activities involving or for the benefit of any person or entity that is the target of Sanctions, including any person or entity (i) included in any OFAC List, (ii) operated, organized, or resident in, or acting for or on behalf of the government of, a country subject to comprehensive sanctions (as of the date hereof, Cuba, Iran, North Korea, Syria, and the Crimea region); (iii) acting for or on behalf of the Government of Venezuela; or (iv) owned or controlled by one or more persons described in (i)-(iii). Further, Awardee agrees that during the Award Period, it shall not engage in any transaction or dealing, directly or indirectly that could result in any person (including AHA or the Funder) being in breach of Sanctions, becoming included in any OFAC List, or otherwise becoming the target of Sanctions. Awardee hereby expressly binds itself to include this provision in all subcontracts and sub- grants issued under this Agreement.

**Intellectual Property:** “Research Findings” are defined as the anonymized and HIPAA-compliant supporting data sets, as well as aggregate results obtained from a study or investigation, including any manuscript or published article derived from such results. For the avoidance of doubt, the parties agree that underlying data, including raw data containing personally identifiable information, and data algorithms are owned by Awardee and not considered Research Findings for the purpose of this Agreement. Furthermore, this Agreement is not intended to affect, either directly or indirectly, the pre-existing rights of Awardee in intellectual property developed outside of or before the effective date of this Agreement.

Awardee is the sole owner of all intellectual property, including without limitation, inventions, discoveries, improvements, ideas, know-how, trade secrets, works, writings, documents, reports, summaries, designs, drawings, photographs, software code, and/or or data created or derived under or as a result of this Agreement.

Awardee grants to AHA a perpetual, worldwide, non-exclusive license to use, reproduce, share, display, perform, edit, adapt, sublicense and create derivative works from, in all languages and all media now known or hereafter developed, anything delivered to AHA under this Award and the Research Findings (collectively, the “Work”) in any manner. Awardee acknowledges and agrees that no royalties will be paid for such use, total compensation being the Award described in this Agreement. Awardee acknowledges that AHA has made no actual or implied promise of future awards. If AHA does award another award to Awardee in the future, AHA reserves the right to modify the ownership structure of the intellectual property.

Awardee represents, warrants and covenants that the Work is original and that the Awardee is the sole creator of the Work, except for any material incorporated into the Work created or owned by third parties, from whom Awardee has obtained or will obtain, at its expense, all irrevocable, royalty-free, worldwide, transferable and perpetual licenses necessary to incorporate and use such third-party material in the Work. Awardee further represents, warrants and covenants that the Work does not and will not contain any matter that is obscene or libelous, in violation of any copyright, trademark, proprietary right, or personal right of any third party, or otherwise violate any law. If the Work contains the image or likeness of a living person, Awardee represents and warrants that it has obtained or will obtain a record of the consent of that person (or, if a minor, his or her parent or guardian) authorizing the use of the image or likeness, and that consent shall be applicable to AHA and Funder in perpetuity. Awardee will indemnify and hold AHA and Funder, their licensees and assigns, harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys’ fees, arising as a result of the breach or alleged breach of these representations, warranties and covenants.

Awardee agrees, and agrees to require its subawardees, to submit any publications derived from the Research Findings for Gold Open Access. AHA’s Open Science Policy Statements for AHA Funded Research ([Open Science Policy Statements for AHA Funded Research) -](https://professional.heart.org/en/research-programs/awardee-policies/open-science-policy-statements-for-aha-funded-research#%3A~%3Atext%3DThe%20AHA%20requires%20certain%20applicants%20to%20include%20a%2Cof%20the%20funding%20period%20%28and%20any%20no-cost%20extension%29) are applicable to all research funded under this Agreement. Awardee further agrees, and agrees to require its subawardees, to make the Research Findings available to the public for educational and non-commercial use, in a readily accessible format (e.g., on AHA’s Precision Medicine Platform), under Creative Commons Attribution 4.0 license terms, and accompanied by a statement of attribution provided by AHA after approval of Funder.

**Subawards:** Awardee is obligated to include all terms and conditions of this Appendix in any subcontract or subaward.