

American Lung Association Research Policies and Conditions

Animal Use

The American Lung Association supports animal use in biomedical research only when no other means of obtaining scientifically sound, valid and useful results are available. All awardees must comply with 1) the Public Health Service Policy on “*Human Care and Use of Laboratory Animals*” and 2) the National Research Council *Guide for the Care and Use of Laboratory Animals* to the same extent as each would were the research funded by the National Institutes of Health.

Institutions sponsoring research involving animal use must have an Institutional Animal Care and Use of Committee (IACUC) and/or be accredited by the Association for Assessment and Accreditation of Laboratory Animal Care International (AAALAC) to ensure that the animal facilities and management practices of a research institution are in accordance with the above Public Health Service Policy and the National Research Council Guide. **Applicants from institutions that do not have accreditation from the IACUC and/or AAALAC are not eligible to apply for an American Lung Association award.**

Applicants must indicate on their electronic application the institutional Animal Welfare Assurance Number, as well as, the status of accreditation for their project – approved or pending. If approved, applicants must provide the corresponding date of such approval. In addition, applicants must submit a copy of the IACUC and/or AAALAC accreditation to the American Lung Association prior to the start of any award; otherwise the award offer may be administratively withdrawn.

Authorized Award Holders

Awards are granted on behalf of specific individuals. Awards cannot be transferred to another individual. If a grantee cannot complete the research, the funds will revert back to the American Lung Association.

Award Payments

Award payments are issued twice a year, in July and January by the American Lung Association.

Biohazards

Biohazards are broadly defined to be recombinant and/or infectious and tumor materials that may be deleterious to normal organisms upon controlled exposure. Research involving biohazards must receive accreditation from an Institutional Biosafety Committee (IBC). Applicants must indicate on the electronic application the status of their IBC – approved, pending or exempt and the corresponding date. In addition, applicants must submit a hard copy of the IBC approval/exemption to the American Lung Association prior to the start of an award; otherwise the award offer may be withdrawn.

Carry Over or Extensions

Requests for carry over or award extensions require prior approval by the ALA. All requests must be in writing and sent to Research@lung.org. The written requests for carry over and/or extensions must be received by the ALA thirty days prior to the award’s official termination date. When requesting a carry over, the awardee must indicate: the amount, from what budget line and to what budget-line the monies are being applied. In the case of supply or equipment budget, all items must be itemized. *Awardees can only request a carry over and/or extension once per award.*

Change of Budget

Requests for changes in budget require prior approval by the ALA. *All requests must be in writing and sent to Research@lung.org.* When requesting a change in budget, the awardee must indicate: the amount, from what budget line and to what budget-line the monies are being transferred. In the case of supply or equipment budget, all items must be itemized.

Change of Status

Transfer of an award from one institution to another requires prior approval by the ALA and is approved on a case to case basis. *All requests must be in writing and sent to Research@lung.org.* All unexpended funds must be returned to the ALA within 45 days of transfer approval. Once the ALA receives the unexpended funds, they will be reissued to the new institution if the transfer is approved.

Citizenship

American Lung Association awardees must be employed by a United States academic or other non-profit research institution and be United States citizens or foreign nationals holding one of the following visa immigration statuses: permanent resident (**Green Card**), exchange visitor (**J-1**), temporary worker in a specialty occupation (**H-1, H-1B**),

Canadian or Mexican citizen engaging in professional activities (**TC or TN**), or temporary worker with extraordinary abilities in the sciences (**O-1**). Lung Health Dissertation applicants may hold a student (**F-1**) visa.

Foreign nationals are required to provide a notarized copy of their valid visas as a part of their **hard-copy** application sent to the American Lung Association. Without proof of possession of a visa or permanent resident status, the application will not be considered.

Correspondence and Communications

The ALA will correspond directly with the awardee. As such, it is the responsibility of the awardee to ensure institutional personnel are copied on all ALA correspondence. Award recipients are expected to collaborate with the ALA's marketing and communications team to share the relevance of their project with our constituents.

Equal Employment Opportunity

The American Lung Association will only award institutions identified as Equal Opportunity Employers.

Equipment Repair & Service Contracts

No award shall be used for repair or service contract costs for institutional equipment.

Financial Disclosures

American Lung Association awardees must comply with the provisions of the United States Department of Health and Human Services regulations on financial conflicts of interest 42 C.F.R. pt. 50, Subpt. F to the same extent as each would be, were the research funded by the National Institutes of Health. In general, the purpose of the Conflict of Interest policy is to ensure that there is no possibility that an applicant or their family will receive financial gain as a result of American Lung Association supported research.

Financial Reports

At the conclusion of the award, the American Lung Association requires the completion of a financial disbursement report covering the entire award period and reflecting the award expenditures as originally approved. Any funds used for unauthorized expenditures or unexpended funds must be returned to the American Lung Association, with the disbursement report, within 60 days after the award has terminated. **The American Lung Association does not require a financial disbursement report to be completed at the end of each year of support.**

Human Subjects and Stem Cells

If the proposed research project involves human subjects, the population sampled shall be inclusive of the general population, of relevance to the scientific question posed, without restriction in regard to gender, race, age, and socioeconomic status. Proposals that intentionally restrict the population sampled must include a compelling scientific rationale for such design.

Applicants must indicate on their electronic application the institutional Office for Human Research Protections (OHRP) Assurance Number, as well as, the IRB status for their project – approved, pending or exempt. If approved or exempt, applicants must provide the corresponding date of such approval/exemption. In addition, applicants must submit a copy of the IRB approval and/or exemption and approved patient consent forms to the American Lung Association prior to the start of an award; otherwise the award may be administratively withdrawn. **It is recommended that applicants submit projects to the appropriate human subjects Institutional Review Board at the time of application or before.**

The American Lung Association funds research conducted on human subjects and/or human stem cells only if it complies with the provisions of the United States Department of Health and Human Services 45 C.F.R. pt. 46 to the same extent as each would were the research funded by the National Institutes of Health.

Legal Liability

The American Lung Association will not assume responsibility for and the grantee institution will indemnify and hold the American Lung Association harmless from any lawsuit, claim, judgment, damages, awards, or malpractice arising from research or investigations related to an award as a condition of accepting this award.

Other Funding/Support

The American Lung Association will not award funds to duplicate any work that is being supported by other funding agencies. Budgetary overlap is **not** permitted; however, scientific overlap will be evaluated on an individual basis. In cases of significant scientific overlap a successful applicant will have the option to choose between the American Lung Association

award and that of the other organization. ***It is the responsibility of the applicant/awardee to notify the ALA of any potential budgetary or scientific overlap.*** This includes the receipt of a new award during the period of the ALA award. An assessment of the degree of scientific overlap will be made on an individual basis. In cases of significant scientific overlap the applicant/awardee will have the option to choose between the ALA award and that of the other organization.

An investigator may only hold one American Lung Association award at a time and those who have previously received an American Lung Association award are not eligible for additional support through the same or similar granting mechanism. In addition, Biomedical (RG), Clinical (CG), Dalsemer (DA) and Social Behavioral (SB) awardees may hold active career development grants (such as K awards) but they may not hold an award of established investigatorship or large grant (e.g., RO1, VA Merit Review Award) at any time during their American Lung Association award. Senior Research Training Fellows may not hold a concurrent fellowship.

Overhead/Indirect Costs

Overhead or indirect costs are not permitted on any American Lung Association awards.

Patent and Intellectual Property

Inventions and discoveries from research performed during the term of an American Lung Association award will be subject to the current American Lung Association patent policy below, as well as, to the patent policies of the institution where the work is performed.

- a. All inventions or intellectual property made with support in whole or in part by research or training grants or awards from the American Lung Association must be reported at the earliest practical time to the Research Division. The grantee institution or individual awardee agrees to notify the American Lung Association immediately of the decision to apply for patents or other legal protection for intellectual property, and to consider seriously and in good faith any comments or objections the American Lung Association may have concerning such applications. The Association agrees to keep all information confidential and to not release any information relating to such inventions, intellectual property or applications. All patenting expenses shall be borne by the grantee institution or individual awardee.
- b. Title to any invention or intellectual property shall reside in the grantee institution to the extent that such title is claimed by the institution under its patent policy or procedure and paragraphs c-h shall apply. If a grantee institution has no established patent policy or procedure for administering inventions or intellectual property, or if the institutional patent policy or procedure does not claim rights for the institution or individual inventor, then the American Lung Association shall have the right to determine the disposition of invention or intellectual property rights and paragraphs c-f shall not apply.
- c. Distribution of income derived from an invention or intellectual property which might include equity disposition shall be according to the policies of the grantee institution, although the American Lung Association would expect to participate in income derived from the invention or intellectual property to the extent and at a rate of remuneration determined by mutual agreement between the grantee institution and the American Lung Association no later than six months after first receipt of income. Such agreement shall be guided by the principle that the Association's proportion of sharing in the income shall be reasonably related to the Association's proportion of support for the invention or intellectual property.
- d. If any invention or intellectual property is made with the joint support of the American Lung Association and other organizations, it is expected that income distribution shall be in accordance with the provisions of the policy. Should an exception be taken to this provision, the grantee institution, the American Lung Association, and other sponsoring agencies will confer to reach a mutually satisfactory disposition of invention or intellectual property rights.
- e. No patent, patent application or other type of protection shall be abandoned without first notifying the Research Division. At such time, the grantee institution and individual awardee shall give the American Lung Association the opportunity to take title to the invention or other intellectual property.
- f. The grantee institution shall agree that when it licenses any invention or intellectual property it will obligate the licensee as follows: The licensee agrees to exert its best efforts to commercialize or cause to be commercialized the invention or intellectual property as rapidly as practical, consistent with sound and reasonable business practices and judgment. In the event that the licensee has failed to commercialize the invention or intellectual property within the number of years determined to be reasonable for the invention or intellectual property, the grantee institution upon conferring with the Association shall have the right to convert an exclusive license to a non-exclusive license or to terminate a non-exclusive license. If the licensee or grantee institution has an ongoing and active research, development, manufacturing, marketing or licensing program as appropriately directed toward the production and sale of the invention or intellectual property, the same would be deemed to be sufficient evidence that the licensee or grantee institution has commercialized the invention or intellectual property.

- g. The American Lung Association reserves the right to public acknowledgement for inventions or intellectual property resulting from support by the Association; however, the American Lung Association name and logo may not be used in association with an invention or intellectual property without prior approval of the Association.
- h. The American Lung Association may have use of inventions or intellectual properties without payment of royalties or fees, but solely for use within the Association for intramural purposes and not for any of its grantee institutions or individual awardees.

Project Support Expenditures

No American Lung Association award shall be used for the purchase of furniture, computers, the construction or renovation of facilities, payment of honoraria, membership dues or tuition, purchase of textbooks or periodicals or payment for secretarial support.

Publications

All publications and/or presentations at scientific conferences and meetings based on research conducted from this award **must acknowledge “the support of the American Lung Association”**. Reprints of abstracts, manuscripts, or other articles that reflect research done after award acceptance must be submitted to the American Lung Association.

Renewals

Renewal of an American Lung Association award is based on a demonstration of satisfactory progress and the availability of funding. Awardees are required to complete a Renewal Application for each year the award is subject to renewal.

Tobacco Funded Research

The American Lung Association will not provide research or other funding to investigators who have received direct funding or funding from agencies of the tobacco industry.