

## American Lung Association Award Terms and Conditions

### Animal Use

The American Lung Association allows animal use in biomedical research only when no other means of obtaining scientifically sound, valid and useful results are available. Applicants/ awardees must comply with the Public Health Service Policy on *Human Care and Use of Laboratory Animals* and 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. A copy of the Institutional Animal Care and Use of Committee (IACUC) approval and/or the Association for Assessment and Accreditation of Laboratory Animal Care (AAALAC) accreditation must be provided to the Lung Association before the start of an award; otherwise the award may be administratively withdrawn. **Applicants from institutions that do not have accreditation from the AAALAC, USDA and/or IACUC are not eligible to apply.**

### 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 Allocation

Lung Cancer Discovery Awards are for \$100,000 per year.

Innovation Awards are for \$75,000 per year.

Catalyst Awards are for \$50,000 per year.

Public Policy Research Awards are for \$50,000 per year.

Allergic Respiratory Diseases Research Awards are for \$75,000 per year.

No more than 75% of the requested budget may be used for an awardee's salary and/or fringe benefits and no more than 30% of the total award budget may go to fund the purchase of permanent equipment. Grant funds may be used for the salary and fringe benefit costs of personnel other than the Applicant.

### Award Payments

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

### 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 requires a copy of the appropriate institutional committee approval to be sent to the American Lung Association before the start of an award; otherwise the award may be administratively withdrawn.

### Carry Over and No Cost Extensions

Requests for carry over or award extensions require prior approval by the American Lung Association. Requests to carry over funding from one year into the next are part of the renewal process. 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. No-cost extensions are granted in six-month increments. No-cost extension requests are part of the award termination documents and process. Questions about either? Email [research@lung.org](mailto:research@lung.org).

### Change of Budget

Requests for changes in budget greater than \$1500 require prior approval by the American Lung Association. *All requests must be in writing and sent to [research@lung.org](mailto: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 PI Status or Award Transfer

Although transfers for independent awards may be allowed; the transfer of an award from one institution to

another requires prior approval by the American Lung Association, approvals are granted on a case by case basis. *Transfer information may be requested by emailing [research@lung.org](mailto:research@lung.org).* All unexpended funds must be returned to the American Lung Association. Once the Lung Association approves the transfer and receives the unexpended funds, the remaining funds are reissued to the new institution.

### **Correspondence and Communications**

The American Lung Association corresponds directly with all awardees. As such, it is the responsibility of the awardee to ensure institutional personnel are copied on all American Lung Association correspondence. Award recipients are expected to collaborate with the Lung Association's marketing and communications team to share the relevance of their project with our constituents. ALA funded research recipients may be contacted by the Lung Association to discuss and present their projects and outcomes.

### **Discretionary Funds**

No more than \$2,500 per annum may be allocated for travel and publication expenses.

### **Equal Employment Opportunity**

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

### **Equipment Expenditures**

No more than 30% of the total award budget may be used to fund the purchase of permanent equipment. Equipment is defined as an item that costs \$500 or more, has a primary function related to the research project, and ordinarily has a usable life expectancy of one year or greater.

### **Equipment and Supply Purchases**

Upon conclusion of the award, equipment and supplies purchased with funds from the award become the property of the institution at which the work was done. Any departure from this clause requires prior written approval from the American Lung Association.

### **Equipment Repair & Service Contracts**

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

### **Financial Report**

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 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.

### **Human Subjects and Stem Cells**

It is recommended that applicants submit projects to the appropriate human subjects Institutional Review Board at the time of application or before.

All research conducted on human subjects and/or human stem cells must comply 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. Assurance of the Institution Review Board (IRB) approval and/or exemption and approved patient consent forms must be provided to the American Lung Association **prior to the start of an award**; otherwise the award may be administratively withdrawn.

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.

**Institutions**

The research institution must be owned and operated exclusively for scientific or education purposes, non-profit, and located in the US. Research institutions eligible to participate include: Nonprofit college or University; and Domestic nonprofit scientific/research institutions.

**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/Overlap**

No other American Lung Association award may be held concurrently with another American Lung Association award.

American Lung Association funds shall not be used to duplicate any work supported by other funding agencies. ***It is the responsibility of the applicant/awardee to notify the American Lung Association of any potential budgetary or scientific overlap.*** This includes the receipt of a new award during the period of the Lung Association award. An assessment of the degree of scientific overlap is made on a case by case basis. In cases of significant scientific overlap the awardee will have the option to choose between the American Lung Association award and that of the other organization.

**Overhead/Indirect Costs**

Overhead or indirect costs are not permitted.

**Patent Policy**

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, as well as the patent policies of the institution where the work is performed.

**Project Support Expenditures**

No 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**

Unless otherwise specified, 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 conducted under this award must be submitted to the American Lung Association at [research@lung.org](mailto:research@lung.org).

**Renewals and Progress Reports**

Grants are subjected to annual review and may be granted for two years. The second year of support is based on demonstrating satisfactory progress, as well as, the availability of funding from the American Lung Association. Awardees are required to complete a Renewal Application for each year the award is subject to renewal.

**Tobacco Funded Research and Other Conflicts of Interest**

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. 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 were the research funded by the National Institutes of Health.

## American Lung Association Patents and Intellectual Property- A and B

Inventions and discoveries from research performed during the term of an American Lung Association award will be subject to specific patent policy as outlined below, as well as, to the patent policies of the institution where the work is performed. Awards of \$200,000 and below (such as The Lung Cancer Discovery Award, the Innovation and Catalyst Award mechanisms) are governed by the Intellectual Property Policy A.

### Policy A

- a. All inventions or intellectual property made with support in whole or in part by research or training grants or awards from the ALA must be reported at the earliest practical time to the Research Division. The grantee institution or individual awardee agrees to notify the ALA 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 ALA 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 ALA 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 ALA 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 ALA 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 ALA 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 ALA, 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 ALA 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 ALA reserves the right to public acknowledgement for inventions or intellectual property resulting from support by the Association; however, the ALA name and logo may not be used in association with an invention or intellectual property without prior approval of the Association.

h. The ALA 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.

Awards amounts above \$200,000 will be governed by Intellectual Policy B,

#### Policy B

a. All inventions or intellectual property made in the performance of a specific research project funded in whole or in part by research or training grants or awards from the American Lung Association ("Project Invention(s)") 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 Project Inventions, 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 Project Invention 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 a Project Invention, which might include equity disposition, shall be according to the policies of the grantee institution, although the American Lung Association shall share in Net Royalty Income derived from the Project Invention. Net Royalty Income shall mean gross income from the commercialization of the Project Invention minus patent expenses and inventor distributions in accordance with grantee institution's intellectual property policy. American Lung Association's share of the Net Royalty Income net royalties shall be in proportion to its support of the research leading to the patented discovery. In no case shall the ALA share be less than 5% of the net royalties.

d. If any Project Invention 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 this 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 Project Invention rights.

e. No patent, patent application or other type of protection for a Project Invention 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 Project Invention.

f. The grantee institution shall agree that when it licenses any Project Invention it will obligate the licensee as follows: The licensee agrees to exert commercially reasonable efforts to commercialize or cause to be commercialized the Project Invention as rapidly as practical, consistent with sound and reasonable business practices and judgment. In the event that the licensee has failed to commercialize the Project Invention 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



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sale of the Project Invention, the same would be deemed to be sufficient evidence that the licensee or grantee institution has commercialized the Project Invention.

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 Project Inventions 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