

Policy and Procedure Manual



ENTITY American Heart Association	NUMBER
MANUAL Policy and Procedure – Scientific Publishing	EFFECTIVE DATE October 2003; May 2017
SUBJECT Ethical Conduct in Authorship and Publication	REVISED May 2004; October 2004; January 2007; April 2007; April 2011; November 2011; June 2012; December 2012; March 2013; April 2015; April 2017

1.0 PURPOSE

This policy concerns ethical standards for the steps in scientific publication from writing a paper to its publication and dissemination. Ethical standards for research are covered separately by the American Heart Association (AHA) policy Standards on Falsification of Scientific Data, Plagiarism and Academic Fraud.

2.0 POLICY AND IMPLEMENTATION

All AHA journals follow the Uniform Requirements for Manuscripts Submitted to Biomedical Journal.¹

3.0 GENERAL

3.1 Manuscripts

Manuscripts are considered on the understanding that they contain original material, that the manuscript and material within the manuscript have not been published, and that they are not being considered for publication elsewhere in whole or in part in any language, except as an abstract. The authors also certify that any and all other work in preparation, submitted, in press, or published that is potentially overlapping, either in the actual data presented or in the conceptual approach, is included with the original submission. Any material within the manuscript that has appeared elsewhere must be cross-referenced, and permission to use or adapt the material must be received, in writing, from the copyright holder.

3.1.1 **Preprint Servers:** Posting of unrefereed manuscripts to a community preprint server by the author will not be considered prior publication, provided that the following conditions are met:

- a) During submission, authors must acknowledge preprint server deposition and provide any associated accession numbers or digital object identifiers (DOIs);

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- b) Versions of a manuscript that have been altered as a result of the peer review process may not be deposited;
- c) The preprint version cannot have been indexed (e.g., in MEDLINE or PubMed); and
- d) On publication, authors are responsible for updating the archived preprint with a DOI and link to the published version of the article.

3.1.2 **Abstracts/Webcasts:** If some or all of the work in the manuscript has been published or submitted in abstract form, and/or overlapping data exist, the following rules apply:

- a) The published or submitted abstract must accompany the submitted manuscript;
- b) The abstract cannot have been referenced (e.g., in MEDLINE or PubMed); and
- c) The potentially overlapping work and a separate explanation of the nature of any possible overlap with the submitted manuscript must accompany the submitted manuscript.

These restrictions generally do not apply to presentations or press reports published in connection with scientific meetings, or to poster presentations at scientific meetings that are videotaped, provided that the material has not been widely circulated, copyrighted, or sold. Posting an audio recording, video recording, or short summary of a presentation made at a professional meeting on the Internet would be considered as a meeting presentation by the AHA journals and would not compromise AHA journal consideration of a submission. Direct release of information through press releases or media briefings may preclude publication. Authors who have questions or concerns on these matters should, however, discuss them with the Editor.

3.2 **Authorship Requirements**

As stated in the Uniform Requirements, credit for authorship requires substantial contributions to:

- conception and design, or acquisition of data, or analysis and interpretation of data;
- drafting the manuscript or revising it critically for important intellectual content; and
- final approval of the version to be published.

All 3 conditions must be met.

For 11 of the AHA journals (*Arteriosclerosis, Thrombosis, and Vascular Biology; Circulation; Circulation: Arrhythmia and Electrophysiology; Circulation: Cardiovascular Genetics; Circulation: Cardiovascular Imaging; Circulation: Cardiovascular Interventions; Circulation: Cardiovascular Quality and Outcomes; Circulation: Heart Failure; Hypertension; and Stroke*), each author must complete the Authorship Responsibility, Criteria, and Contributions section of the "Authorship Responsibility and Copyright Transfer Agreement." For the *Journal of the American Heart Association (JAHA)*, the Authorship Responsibility, Criteria, and Contributions section of the "Open Access Agreement" must be completed. These sections in both Agreements require that the author attests that he or she fulfills the authorship criteria. Authors are required to identify their contributions to the work described in the manuscript.

Any change in authorship after submission must be approved in writing by all authors.

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One author should be designated as the corresponding author, and he or she will be identified as such in the published article.

3.3 **Conflict of Interest**

All authors must complete the Authors Conflict of Interest Disclosure Questionnaire. Each author must disclose any financial, personal, or professional relationships with other people or organizations that could reasonably be perceived as conflicts of interest or as potentially influencing or biasing their work.

This disclosure will be published as is after the Acknowledgments section in the accepted article.

Authors must declare all relationships directly relevant to the submitted work. The time frame for this reporting is that of the work itself, from the initial conception and planning to the present. Authors must also declare all relevant relationships outside of the submitted work but that might still be perceived as relevant. All relevant activities outside of the submitted work must be declared for any relevant relationship 5 years prior to the submission of the work.

See Appendix A, Author COI form.

3.4 **Acknowledgments/Sources of Funding/Disclosures**

The Acknowledgments section recognizes all sources of research support plus substantive contributions of individuals.

Authors **must** obtain written permission/approval from all individuals named in an Acknowledgment, because readers may infer their endorsement of data and conclusions. The corresponding author must sign the Acknowledgment statement.

The Sources of Funding and Disclosures are also identified at the end of an article.

Authors **must** completely spell out the names of all grant-funding agencies, with the exception of National Institutes of Health (NIH).

3.5 **Data Access and Responsibility**

At least 1 author should indicate that he or she had full access to all the data in the study and takes responsibility for the integrity of the data and the accuracy of the data analysis. Each author is asked to certify that "I have, or a coauthor has, had sufficient access to the data to verify the manuscript's scientific integrity." The corresponding author is asked to identify who performed the data analysis.

3.6 **Review Process**

All submitted manuscripts are reviewed initially by an editor (this will vary by AHA journal, and Instructions for Authors for each reflect that journal's practice). Manuscripts with insufficient priority for publication or that are inappropriate for the scope of the journal are rejected. All others are sent to expert consultants for peer review. All reviewers are required to complete a conflict of interest statement and will be required to

- a) warrant that he or she has no actual or perceived conflicts of interest with the authors, institutions, or sponsors of the manuscript; and
- b) report any such conflict discovered after initial review of the manuscript.

In the event that an editor or a member of the editorial staff is asked to review a manuscript on which he or she has a potential conflict of interest, he or she will disqualify himself or herself from any decision-making role. (See section 2.3. of Disclosure-Conflict of Interest Policy.)

3.7 **Embargo Policy**

All information regarding the content and publication date of accepted manuscripts is strictly confidential. Any information about or contained in an accepted paper cannot appear in the media (in print or electronic form) before its publication date and, if it does so, it may preclude publication. Authors who receive media requests should contact the Editor. See the Scientific Publications Embargo Policy.

3.8 **Copyright and Creative Commons Licensing**

The AHA is the owner of all copyright to any work published in an AHA journal, except for the *Journal of the American Heart Association (JAHA)*, which is an Open Access journal. For the 11 copyrighted journals (*Arteriosclerosis, Thrombosis, and Vascular Biology [ATVB]*; *Circulation*; *Circulation: Arrhythmia and Electrophysiology*; *Circulation: Cardiovascular Genetics*; *Circulation: Cardiovascular Imaging*; *Circulation: Cardiovascular Interventions*; *Circulation: Cardiovascular Quality and Outcomes*; *Circulation: Heart Failure*; *Hypertension*; and *Stroke*), each author must sign and submit an “Authorship Responsibility and Copyright Transfer Agreement,” which is requested via the journals’ manuscript submission and peer review system, eJournal Press (Appendix B). Authors agree to execute this agreement with respect to their articles accepted by the AHA. The AHA and its licensees have the right to use, reproduce, transmit, derive works from, publish, and distribute the contribution in any form or medium. Authors will not use or authorize the use of the contribution without written permission from the AHA. Authors, when submitting their manuscripts to PubMed Central or repositories of other funding bodies, are required to specify a timeframe for the availability of their article to the public on PubMed Central. The AHA permits, and requires, that the timeframe you specify is no earlier than 6 months after publication in the AHA journal. The Copyright Transfer Agreement that the authors sign gives authors the rights to make the accepted article public on a repository, such as PubMed Central, no earlier than 6 months after publication. This will meet the NIH request to make articles funded in whole or part by NIH funds publicly available and meet the requests of most funding bodies. See also <http://www.ahajournals.org/rights/>.

For the *Journal of the American Heart Association (JAHA)*, authors sign an “Open Access Agreement,” which is requested via the journals’ manuscript submission and peer review system, eJournal Press. The Contribution will be made Open Access under the terms of 1 of 3 Creative Commons Licenses (Appendix C).

For Original Research articles submitted to the 11 AHA journals (*Arteriosclerosis, Thrombosis, and Vascular Biology [ATVB]*; *Circulation*; *Circulation: Arrhythmia and Electrophysiology*; *Circulation: Cardiovascular Genetics*; *Circulation: Cardiovascular Imaging*; *Circulation: Cardiovascular Interventions*; *Circulation: Cardiovascular Quality and Outcomes*; *Circulation: Heart Failure*; *Hypertension*; and *Stroke*), the authors have an option to publish accepted manuscripts under 1 of 3 Creative Commons Licenses (Appendix D) instead of under the Copyright Transfer Agreement.

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3.9 Confidentiality

As a general presumption, manuscripts, reviewer comments, author disclosures, and materials associated with a submitted manuscript should not be shared with third parties.

As stated by the Uniform Requirements¹ (<http://www.icmje.org/icmje-recommendations.pdf>): *Manuscripts submitted to journals are privileged communications that are authors' private, confidential property, and authors may be harmed by premature disclosure of any or all of a manuscript's details.*

Editors therefore must not share information about manuscripts, including whether they have been received and are under review, their content and status in the review process, criticism by reviewers, and their ultimate fate, to anyone other than the authors and reviewers. Requests from third parties to use manuscripts and reviews for legal proceedings should be politely refused, and editors should do their best not to provide such confidential material should it be subpoenaed.

If an Editor receives an official legal document from a regulatory agency or a court of competent jurisdiction (e.g., a subpoena), then those requests will be reviewed by AHA Corporate Counsel on a case-by-case basis.

Peer reviewers are required to maintain confidentiality about the manuscripts they review and must not divulge any information about a specific manuscript or its content to any third party without prior permission from the journal editors.

4.0 INAPPROPRIATE ACTS IN THE PUBLICATION PROCESS

Redundant or duplicate publication is publication of a paper that overlaps substantially with one already published. Plagiarism is the unreferenced use of others' published and unpublished ideas. Fraud is the fabrication of a report of research or the suppression or altering of data to agree with one's conclusions. Failure of the authors to disclose all relevant financial relationships is also considered inappropriate. All reviewers have a responsibility to report to the Editor any suspected issues with a manuscript, including but not limited to duplicate publication, plagiarism, fraud and data misrepresentation to the Editor. Readers may also report having seen the same article elsewhere, for example, or authors may see their own published work being plagiarized.

Figure manipulation is an area where both honest mistakes or fraud can occur. The use of digital media for image acquisition and processing introduces the potential for inadvertent distortion of data. To prevent such distortion, the following guiding principles should be followed:

- a) Data should neither be added to nor removed from an image by digital manipulation.
- b) Figures assembled from multiple images must indicate the separation of the parts by lines.
- c) Linear adjustment of contrast, brightness, or color must be applied equally to all parts of an entire image.
- d) Deviations from the above, including nonlinear adjustments, must be indicated in the figure legend along with a description of the processing software used.
- e) If questions arise, the authors must be prepared to submit the original, unaltered files from which the submitted figures were derived.

Allegations of fraud and data misrepresentation should be taken very seriously. Examples include the reuse of figures (presenting them as new) or allegations of fabricated data.

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Serious infractions, include, but are not limited to, data falsification and fabrication, piracy and plagiarism. Data falsification and fabrication includes but is not limited to reusing figures and presenting them as new.

When an accusation of a violation of an AHA journal's published guidelines is received, the Editor shall promptly determine whether the allegation(s) contain(s) sufficient detail to permit action or is seemingly frivolous or misguided. If the Editor has any concerns or questions regarding the allegation(s), he or she will write the accused first requesting more information. Editors are not investigators. After the initial (neutral) contact with authors, depending on that outcome, it is best to consult the flowcharts established by the Committee on Publication Ethics (COPE),² which call for asking the institution, funding body, or other regulatory body to investigate. The AHA policy reflects the COPE best practices while also allowing for notification of the Scientific Publishing Committee (SPC) Chair and AHA Corporate Counsel.

As a matter of procedure, if the Editor is conflicted (e.g., if an allegation concerns an associate editor, or if a Guest Editor handled the original paper) then the SPC Chair will review allegations and not the Editor of the journal. Additionally, if allegations about the same issue affect more than one AHA journal, then the SPC Chair will handle all communications while keeping the Editors informed.

As a matter of operations, the body being contacted should be both emailed and sent a letter via delivery, requiring receipt. After initial contact, if the Editor then believes that an allegation(s) of potential misconduct merits further action, the following procedures will be initiated:

The Editor will inform the SPC Chair and AHA's Corporate Counsel through the Vice President of Scientific Publishing. The Editor will supply copies of the relevant material, including the letter to the corresponding author requesting an explanation and the response. The AHA Vice President of Scientific Publishing can then notify AHA Corporate Counsel for intake. Next actions can be any of the following: additional notification of action being taken (or additional information needed) to the author; or, notification of the institution that employs the author, the sponsor of the study, or an agency that would have jurisdiction over an investigation of the matter (e.g., the ORI).

If the paper has not been published then the Editor can always reject the paper, and depending on the severity of the allegation, notify the author's institution.

If the paper has been published and it is deemed that the infraction was an instance of misunderstanding or oversight, the Editor may publish an Apology or a Retraction or an Expression of Concern. In any of these events, the notice will appear on a numbered page in a prominent place in the journal, will include in its heading the title of the original article, and will be listed in the Index or Table of Contents. The publisher will ensure that the Notice is included in any indexing services. The text of a Retraction should explain why the article is being retracted and include a bibliographic reference to it. If warranted, the authors should be invited to prepare the retraction, which should be submitted with an assignment of copyright statement that has been signed by all authors. Retractions may also be written by the editor.

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If the Editor has contacted the institution or funding/jurisdiction body, the author will be not be barred from submitting work to the journal or any other AHA journal. However, any such submission must be accompanied by a signed letter from the dean or a designated institution officer attesting to the fact that the work has been reviewed and deemed appropriate for submission. Depending on the length of time an investigation takes it may be appropriate to publish an Expression of Concern until the investigation is completed.

If it is deemed that an infraction has occurred, the journal will publish a Notice or a Notice of Retraction.

In the case of duplicate publication, if the AHA journal has published the redundant article a retraction will be published.

Instances of misconduct in the publication process will be shared with the Editors of the other AHA journals. The Editor may wish to impose sanctions, notify editors of other biomedical journals, or notify the authors' deans, departmental chairs, and institution directors.

When more serious misconduct (e.g., fraud, including disclosure fraud) has been established, the journal will publish a Notice of Retraction as above. The Editor will notify the Editors of the other AHA journals and may send the author(s) a formal letter of reprimand, may impose sanctions, notify editors of other biomedical journals, or notify the authors' deans, departmental chairs, and institution directors.

The SPC Chair and AHA Corporate Counsel must approve any decision deemed serious enough to warrant imposing publishing sanctions or notifying the author's institution. The author will have the right of appeal and to present his or her position to the SPC (and the AHA Corporate Counsel).

See also the Council of Science Editors' White Paper on Promoting Integrity in Scientific Journal Publications, 2012 Update (<http://www.councilscienceeditors.org/resource-library/editorial-policies/white-paper-on-publication-ethics/>. Accessed April 3, 2017.).

APPROVALS:

AHA Legal: 11/04, 3/07

AHA Scientific Publishing: 10/03, 9/04, 4/07, 4/11, 11/11, 6/12, 4/17

1. International Committee of Medical Journal Editors. Uniform requirements for manuscripts submitted to biomedical journals: writing and editing for biomedical publication. Available at: <http://www.icmje.org/index.html>. Accessed April 3, 2017.
2. Committee on Publication Ethics. <http://publicationethics.org/>. Accessed April 3, 2017.

Authors Conflict of Interest Disclosure Questionnaire



Journal: _____

Manuscript number: _____

Author's name: _____

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Each author shall sign and complete this form.

1. Author Conflict of Interest

Each author must disclose all relevant financial, personal or professional relationships with other people or organizations. To protect the integrity of the author, Journal, and the AHA, disclosure must be made of both those relationships that pose a conflict and those that could reasonably be perceived as a conflict of interest or as potentially influencing or biasing the author's work.

Authors' disclosures will appear after the "Acknowledgments" section in the accepted article.

- A. Each author is required to identify all relationships within the last 2 years that are **relevant** to the topic of the manuscript. A relationship is "**relevant**" if the relationship or interest relates to the topic of the manuscript in terms of any of the following: the same or similar subject matter or topic; the same, similar or competing drug or device, product or service, intellectual property or asset; a drug or device company or its competitor; or has the reasonable potential to result in financial, professional or other personal gain or loss for you, members of your household or employer.

Please insert brief explanatory information describing each relationship in each category in the chart below. Note these definitions of the categories: "Research Grant" includes principal investigator,

collaborator or consultant and pending grants as well as grants already received. "Other Research Support" includes receipt of drugs, supplies, equipment or other in-kind support. "Honoraria" includes speaking fees for symposia and other meetings or occasions. "Expert Witness" includes serving as an expert witness, consultant or otherwise providing a deposition, testimony, or other information, analysis or document for a lawsuit, government agency proceeding, grand jury, or other legal proceeding, even if the case did not go to trial. "Ownership Interest" includes stock; stock options; partnership, membership, or other equity position in an entity regardless of the form of the entity, or any option or right to acquire such position; or any rights in any patent or other intellectual property.

If an author has no relationships or conflicts to disclose, the author must indicate "None" in the appropriate category(ies) in the chart.

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Relationship	None	Significant	Modest
Employment			
Research Grant			
Other Research Support			
Speakers' Bureau			
Honoraria			
Expert Witness			
Ownership Interest			

Authors Conflict of Interest Disclosure Questionnaire



Journal: _____

Manuscript number: _____

Author's name: _____

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Consultant/Advisory Board			
Other*			

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Journal _____ Manuscript number _____ First author _____

1. Authorship Responsibility, Criteria, and Contributions.

Each author should meet all criteria below (A, B, and C) and should indicate general and specific contributions by reading the criteria and checking the appropriate lines.

_____ A. I certify these **three** things:

- The manuscript represents valid work and neither it nor another one that that I have written with substantially similar content has been published or is being considered for publication elsewhere, except as described in an attachment.
- If asked, I will provide or fully cooperate in obtaining and providing the data on which the manuscript is based so the editors or their assignees can examine it.
- For papers with more than 1 author, I agree to allow the corresponding author to
 - be the main correspondent with the editorial office,
 - review the edited manuscript and proof, and
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If I am the only author, I will be the corresponding author and agree to handle these responsibilities.

B. I have given final approval of the submitted manuscript.

_____ Yes _____ No

C. I have, or a coauthor has, had sufficient access to the data to verify the manuscript's scientific integrity.

_____ Yes _____ No

D. I have participated sufficiently in the manuscript to take public responsibility for (check only one)

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- _____ acquired the data
- _____ analyzed and interpreted the data
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- _____ handled funding and supervision
- _____ drafted the manuscript
- _____ made critical revision of the manuscript for important intellectual content
- _____ other (specify) _____

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Authors should obtain written permission from all individuals who are listed in the Acknowledgments section of the manuscript, because readers may infer their endorsement of

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Author _____

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If I am the only author, I will be the corresponding author and agree to handle these responsibilities.

- 2. I have given final approval of the submitted Contribution.
 - Yes No
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