An Interloper?

Dear Labby,

I am a faculty member at a U.S. medical school with my primary appointment in a department of molecular pharmacology. I am also a member of an intramural drug development research institute at my institution. We recently recruited, to both entities, a stellar investigator whom we all knew already from his fine work and through encounters at many meetings over the years. But just when his decision was announced we also learned that he holds a sponsored research agreement (SRA) from a company and that this will come with him. The company, and this SRA, is focused on glycobiology. And therein is the concern I and some of my colleagues have. We are also working on glycobiology and have many novel ideas and have filed patents for ways in which our work might be the basis for improved immunological approaches to human disease. We are excited to welcome this new colleague but are worried that his connections to this company could be a conduit for our ideas, shared openly in our inter-lab conferences and in the hallways, to be carried back, either deliberately or inadvertently. Do you have any advice?

—Worried

Dear Worried,

This is an intriguing situation and you are right to express your concerns. A “best practices” standard that covers these circumstances has probably not been erected, so this is a very constructive case to ponder and try to create a sensible approach. Here goes.

Your new colleague’s transferred SRA will surely contain a confidential disclosure agreement (CDA) that binds him from disclosing to others outside the company (including you and your colleagues in the drug development institute) information resulting from the SRA-funded research. This is standard and appropriate. Given his SRA (plus perhaps he is also serving as a consultant to the company, which you didn’t specify), it would be entirely appropriate for your institution to ask him to sign a “reciprocal” CDA that restricts him from conveying to the company any information he acquires from being a member of your research institute or from being at your institution. It is likely he would not balk at this because his relationship with the company has probably already sensitized him to such conflicts. As a legal matter, your institution would be within its rights to demand this CDA, on the grounds that it is protection for intellectual property your institute may generate in the future, which would be owned by your institution.

As complexities at the biomedical academia–industry interface continue to arise and evolve, you are very wise to have anticipated this particular one, which is not an abstract scenario but a situation you and your colleagues are facing in real time. Labby hopes that the possible resolution suggested above will be helpful as you, your colleagues, and the institution seek to address this issue thoughtfully.

—Labby

Got Questions?

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