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What are the limits of confidentiality for IACUC members?

Like many principal investigators, Dr. Loren Seligman often accepted invitations to present his work to colleagues at other institutions. During a talk at Underling College, Seligman described a new technique he developed that induces neuroglial cells to integrate genetic information contained in a viral vector. His long-range goal was to incorporate genetic information into the treatment of glioblastoma, a brain cell neoplasm.

Seligman had performed his preliminary work in tissue culture, and upon his return to Great Eastern University, he submitted an IACUC protocol application in which he proposed to test his viral vector treatment using an immunocompromised mouse model which had received a glioblastoma xenograft (a tissue transplanted from one

species into another). The protocol review was unremarkable until Seligman received an email from a neurologist at a nearby university who had heard about Seligman's work and was interested in a collaborative study. Seligman asked how the potential collaborator heard about his work and was told that an IACUC member had mentioned it to him. Seligman was furious. He considered his work to be confidential and could not believe that an IACUC member had broken confidentiality and discussed the study with a faculty member of another school. When the IACUC chairwoman intervened and questioned the committee member about the apparent breach of confidentiality, the member replied that Seligman himself had told him he was going to talk about his research

at Underling College. Why is it a big deal, he asked, if Seligman had already openly discussed his planned study at Underling? He added that he never would have mentioned it to anybody if he had thought that the study was confidential, but in his mind it was now public information. Seligman understood the confusion and calmed down, but he was adamant that a scientific presentation at a college was far different than a presentation at an advertised regional or national meeting. In his mind, there was still a breach of confidentiality.

What do you think? Was confidentiality violated? Is there any reason why an IACUC member should not discuss important research with a colleague outside of the IACUC?

RESPONSE

Leave the research presentations to the principal investigators

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IACUCs and their members must be diligent not to release any confidential information. If Great Eastern University is registered with the USDA they are then required to comply with the Animal Welfare Act (AWA)¹, which specifically prohibits the release of confidential information by IACUC members (§2157; ref. 1).

In addition AWA regulations, the IACUC member's actions might also violate regulations on confidentiality to protect proprietary information. It must be decided if the animal model developed by Seligman is considered proprietary information that

requires such confidentiality. One type of proprietary information is trade secrets, which include scientific and technical methods or techniques². So, the argument could be made that the techniques developed by Seligman to induce neuroglial cells to integrate genetic information contained in a viral vector do fall under the definition of a trade secret. There is, however, a caveat to a technique being designated as a trade secret: the 'inventor' must have made reasonable efforts to keep the information confidential². In this case, since Seligman presented his technique during a talk at Underling College, he may have difficulty making the argument that the technique deserves confidential information status.

By disclosing information learned during an IACUC meeting, the IACUC member has opened himself up to possible repercussions. Under AWA (§2157; ref. 1), the disclosure can result in removal from the IACUC, payment of a fine, imprisonment and/or civil lawsuits. Additionally, actions

can be taken against the IACUC itself, as well as Great Eastern University.

How could this scenario have been prevented? Each IACUC member could have signed confidentiality or nondisclosure agreements. The offending IACUC member may not have understood his obligations. Frequently, the training of IACUC members does not address issues of confidentiality and proprietary information. Because the study was previously presented by Seligman, the IACUC member argued that it no longer qualified as confidential. Adequate training on confidentiality would have taught the member that such a decision is made by the University's legal counsel, not the IACUC.

What if, in subsequent IACUC submissions, Seligman argued against including details on methods he considered to be trade secrets? The idea of protecting proprietary information, while still providing sufficiently detailed information in a protocol to enable the IACUC to adequately