

# Guideline on Resistance Monitoring Data Sharing

© Copyright 2022 Insecticide Resistance Action Committee (IRAC)



Insecticide Resistance Action Committee

# Benefits of sharing resistance monitoring data at IRAC

- Effective resistance management requires coordination across the industry, including developers, users, crop/farm advisors, and researchers.
- In developing and promoting effective resistance management strategies, IRAC member companies benefit from having a common understanding of the status of insecticide resistance in pest populations, based on sharing resistance monitoring data.
- Resistance monitoring programs are run by developers and researchers when the findings of such programs can inform decision-making by the companies and by insecticide users.
- Ideally, IRAC member companies share resistance monitoring information by publishing data in a timely manner, in peer-reviewed literature and presentations to promote evidence-based resistance management recommendations by the broader scientific community.

# General Principles

- IRAC respects individual companies' policies and practices around disclosure of company confidential business information and unprotected intellectual property.
- If a company elects to share non-public information regarding the status of resistance to an active ingredient, the company may choose to share with all or a subset of IRAC members (e.g. those that have products with the same mode of action). IRAC can facilitate a standard non-disclosure agreement template for use by the companies sharing the information if an NDA is desired.
- In all cases, data and information shared should be handled in accordance with the IRAC Code of Conduct: *“There should be no misuse of research results or quotations from technical scientific or IRAC literature to discredit competitor products or promote proprietary products.”*

## -- IRAC Guidance --

# Resistance monitoring data protection and disclosure

### Overarching principles

- IRAC recognizes the benefits of resistance monitoring data being made available to those who make IRM recommendations.
- IRAC respects individual companies' policies and practices around disclosure of company CBI and unprotected intellectual property.
- IRAC adheres to the antitrust guidelines of CropLife International, and the data shared through IRAC is used for the development of shared IRAC recommendations for delaying or mitigating resistance and is not to be used for individual company commercial, regulatory, or communications activities.
- In recognizing these principles, the following slides provide examples of how data sharing may be enabled under different situations: (1) data generated on a proprietary mode of action; (2) data generated on a mode of action shared by two or more IRAC members; (3) data generated by IRAC member companies collectively; (4) data generated and sponsored by IRAC. (5) data reported at different levels of detail.

## -- IRAC Guidance --

# Resistance monitoring data protection and disclosure

(1) Data owned by individual companies on susceptibility to proprietary IRAC MOA subgroups:

- Data and information are not expected to be shared with IRAC unless and until they are otherwise to be made public (e.g., peer-reviewed publication, conference presentation, entry into public database)
- A company may elect to share proprietary MOA data and information with IRAC before or without publication. In such a situation, the company may require IRAC members to sign a confidentiality agreement to cover the period of time until such information is made public.

(2) Data owned by individual companies on susceptibility within particular IRAC MOA subgroups:

- Companies may elect to share data and information only with other companies that have molecules within the same IRAC MOA subgroup. Data shared in this way can be covered by a confidentiality agreement among the companies.
- There is no obligation to share MOA subgroup data with IRAC more broadly. Nevertheless, a group of companies may elect to share their MOA subgroup data and information with IRAC before or without publication. In such a situation, the companies may require IRAC members to sign a confidentiality agreement to cover the period of time until such information is made public. A group is encouraged to provide a summary of the conclusions of monitoring to IRAC and publicly.

## -- IRAC Guidance --

# Resistance monitoring data protection and disclosure

(3) Data generated by a group of IRAC member companies:

- In some cases, a group of IRAC member companies may elect to co-develop data on pest susceptibility to certain molecules. The actual work might be subcontracted to a CRO by those member companies participating in the study. In such cases, the data are jointly owned by the companies contributing financially to the data development. A group is encouraged to provide a summary of the conclusions of monitoring to IRAC and publicly.
- Data owners may choose to share such data with IRAC before or without publication. In such a situation, the companies may require IRAC members to sign a confidentiality agreement to cover the period of time until such information is made public.

## -- IRAC Guidance --

# Resistance monitoring data protection and disclosure

(4) Data generated by IRAC or IRAC working groups:

- In some cases, IRAC or a working group of IRAC may elect to develop data on pest susceptibility to certain molecules. The actual work might be subcontracted to a CRO by IRAC itself. In such cases, the data are jointly owned by the companies, contributing funds and active ingredients (a.i.) to the data development. A summary of the conclusions of monitoring will be provided to IRAC and publicly.
- In the case of IRAC sponsored/funded work, IRAC encourages inclusion of representative molecules from as many as possible of the MoA and subgroups registered for use on the pest and crops in the targeted study area.
- The companies may require IRAC members to sign a confidentiality agreement to cover the period of time until such information is made public.

## -- IRAC Guidance --

# Resistance monitoring data protection and disclosure

(5) Level of detail of data, shared by IRAC member companies

- In the case of studies regarding multiple a.i.s with the same MoA or MoA sub-group, a representative a.i. can be selected to reduce cost and resources.
- Ideally, member companies might share monitoring data at an a.i. level.
- Member companies might share proprietary data by reporting only derived resistance ratios based on base line data, original dose response data might not be presented.
- Member companies participating in a monitoring program might share data with all IRAC members only at the MoA level. (IRAC recommends to share data at least at sub-group level, because resistance patterns might largely vary between sub-groups).
- Member company might share a general summary of where they have resistance concerns.



## -- IRAC Guidance – Communication of confirmed resistance

- As a best stewardship practice, member companies are encouraged to communicate publicly (including to relevant IRAC groups) substantiated findings of field-relevant resistance (i.e., heritable changes in pest susceptibility that affect users' ability to manage pests) that are reportable to authorities under regulatory reporting obligations (e.g., FIFRA 6a2). Each company should take responsibility for their own active ingredient.

# -- IRAC Guidance – Confidentiality Agreement

## Major Points:

- In this insecticide susceptibility monitoring activity, IRAC member companies participating and funding the study and owning the MoAs agree to share data (raw data or derived results) with IRAC or IRAC WG
- IRAC member companies participating and funding the study and owning the MoAs agree to share data (raw data or derived results) give IRAC the permission to publish derived study results.