Skinhead on the MTA

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A political folk-song from the 1940s and 1950s expressed the frustrations of Boston commuters with the over-priced service and incomprehensible rules of the city's public transport system. The song told about a character named Charlie, who fell foul of a fare increase [1]. Charlie became trapped forever in the subway system of the Metropolitan Transit Authority (MTA) because he had boarded a train before midnight on the day the fare was to be raised from 10 to 15 cents. Having only brought the exact change to access the subway when he started his journey, he had no legal way to end it, after the revised fares came into force at midnight. The MTA had decreed that passengers must pay a second time in order to exit the system, as well as to enter it. According to the song, Charlie's wife managed to keep him alive and in good spirits by handing him a daily lunchbox over the barrier.

Charlie was popularized in a campaign song for the 1949 mayoral election, when the cost and condition of the transit system was a live issue. Over the years it has been re-recorded several times, most recently in 1998 by the Boston punk band The Dropkick Murphys, in the updated guise of *Skinhead on the M(B)TA* [2]. Anachronistically, the B is never sung, although the MTA had mutated in the interim to extend its reach over the whole of Massachusetts Bay. The song remains a popular anthem, voicing the alienation of ordinary citizens forced to pay for being taken for a ride by mindless bureaucracy.

To scientists, the acronym MTA arouses similar feelings of frustrated helplessness, although the letters stand for something different: Material Transfer Agreement. It is a document that institutions require us to sign, whenever we wish to receive a plasmid,

cell line, genetically modified organism or similar research tool from a colleague. As most of us know, it is a condition of publication in almost all scientific journals that the materials described must be released to anyone in the academic community who wishes to use them for further experiments. So why on earth do we even need to conclude and sign an MTA before fulfilling this legal obligation?

The answer lies in the fact that our institutions simply don't trust the recipient scientists to use the transferred materials purely for academic, that is, non-commercial purposes. Perhaps this is not surprising, given that almost every university in the world constantly badgers its academic staff to deliver exploitable findings that can be patented and turned into inventions marketed by spinoff companies. On a regular basis we are urged to provide disclosure statements about anything interesting that our experimental work turns up, which are typically followed by an administrative decision a month later that amounts to "why were you bothering us with something so trivial? And anyway, we couldn't understand what it was all about. Please come up with something better next time."

I recently became trapped in the mother of all MTA loops. After duly completing the prescribed form, adding all the relevant scientific details, including a description of the materials, plus an outline of the experiments to be conducted, I was informed by my university that the recipient institution had refused to sign the paperwork, because it felt that its rights might be infringed. The experiment was thus shunted into a legal limbo whilst 'negotiations' between the parties took place. Except that, in this case, the recipient was one Howard T. Jacobs, maintaining a small laboratory in a second

university. Technically, I was thus prevented from supplying research materials to myself.

The administrative questions that sometimes accompany these 'negotiations' can be truly incomprehensible to a molecular biologist not trained in the dark arts of the law of IPR (Intellectual Property Rights). How I could meaningfully specify the recipient's terms of use and state whether joint ownership of results could be included in commercialization activities agreed with other stakeholders remains a mystery to me.

Surely someone can devise a less cumbersome way of handling such matters: such as a decision by the World Trade Organization that automatically restricts all research materials shared between academic institutions to non-commercial uses, unless specifically agreed otherwise. We have enough legitimate issues to worry about, such as data privacy, animal welfare or environmental protection. Deleting the need to devise an MTA for every primer set, antibody or over-expression construct would make our lives just that little bit easier. It might even reduce slightly the proportion of our research grants that vanishes as 'overheads'.

Sometimes I feel that I too am riding "forever, 'neath the streets of Boston", on an administrative MTA that leads nowhere. Sorting out the tangled and ostensibly pointless bureaucracy that can accompany the most trivial aspect of research collaboration is a time-consuming nightmare that seems to benefit only an invisible army of administrators and legal experts. Even my most politically correct skinhead friends would surely have a much simpler way of dealing with all this.

References

1. <http://www.mit.edu/~jdreed/t/charlie.html>
2. <http://www.youtube.com/watch?v=2qPm9jFM484>