



## **THE LASPNET RESEARCH AND PUBLICATION POLICY**

OCTOBER 2020

## **Foreword**

Non-Governmental Organizations (NGOs), particularly those involved in offering free legal aid services, have a strong role to play in socio-economic development of Nations. The social landscape can never be consumed to the full, as there is always room for more to join in and feel an existing gap that connects consumers of such services to far reaching interests. An ever increasing awareness about societal values and human rights, create a constant demand for rights protection. As such, for NGOs that are in a position to offer themselves in filling in the gaps and connecting their clientele to the rights demanded for, the opportunities for broadening their outreach and adapting to new scenarios and demands, is a challenge that has to be met satisfactorily.

LASPNET is right in the center of addressing this challenge. As an Umbrella NGO that brings together a large number of Legal Aid Service Providers, LASPNET is unduly obligated to create new ways of adding value to legal aid service provision as well as governance of the sector through its member organizations.

Building up and cementing good governance in the field of legal aid service provision, therefore, includes addressing a consistent, organized and ethical system of recording, accumulation and dissemination of information that is educative as well as enriching. Research and Publication is an effective tool in the organized collection and utilization of information in a way in which societies, through generations to come, will forever be enriched. An efficient way of managing, guiding and protecting the efficacy of such activities is through the establishment of a Research and Publication Policy.

LASPNET's policy on Research and Publication is, as such, the foundation of organized collection and dissemination of information. Its significance is as follows:

- It creates the foundation for the appreciation of research and the role it has to play in fulfilling the mandate of LASPNET;
- It encompasses the guiding structure through which LASPNET can deal with ownership and disposition of its research, especially through cognizance of Intellectual Property Rights.
- It streamlines and supports a coordinated, coherent and strategic publishing; ensuring content, brandings and copyrights are aligned with institutional goals as well as reinforcing the interest of the donor in the publications.

The overall purpose of the Policy is to stimulate critical thinking for LASPNET in the generation of its research and publications as well as create certainty through exploring available options over ownership of its research; to encourage responsible dissemination of research results; as well as provide objective material that will encourage research stakeholders as they make decisions designed towards fulfilling the objectives of LASPNET. This Research and Publication Policy is thus an instrument for regulating the conduct of research and publication within the auspices of LASPNET.

## **List of Acronyms**

<b>CEO</b>	-	Chief Executive Officer
<b>IP</b>	-	Intellectual Property
<b>IPRS</b>	-	Intellectual Property Rights
<b>IRB/IEC</b>	-	Institutional Review Board or Independent Ethics Committee
<b>JLOS</b>	-	Justice, Law and Order Sector
<b>LABF</b>	-	Legal Aid Basket Fund
<b>LASPs</b>	-	Legal Aid Service Providers
<b>LASPNET</b>	-	Legal Aid Service Providers Network – Uganda
<b>NGO</b>	-	Non – Governmental Organization
<b>RPP</b>	-	Research and Publication Policy
<b>URSB</b>	-	Uganda Registration Services Bureau

## **Article 1 – Preface**

1.1 **Mandate:** The mandate of LASPNET is to strengthen coordination and networking of Legal Aid Service Providers, harmonization and standardization of legal aid service provision by the different service providers, lobbying and advocacy to facilitate a favourable legal and policy environment.

1.2 **Vision:** A Free and Just Society.

1.3 **Mission:** To provide a platform for effective networking and collaboration to enhance legal aid service delivery and access to justice for the most vulnerable and marginalized people.

1.4 **Customer value proposition:**

To build and strengthen the technical competencies of the members to deliver quality legal aid services to vulnerable people in Uganda

1.5 **Focal areas:**

Capacity building and institutional development is a continuing process in which all stakeholders participate in creation of an enabling environment with appropriate policy and legal frameworks, human resources development and strengthening of managerial systems. LASPNET focuses on efforts to improve governance, leadership, mission and strategy, administration (including human resources, financial management, and legal matters), programme development and implementation, fundraising and income generation, diversity, monitoring and evaluation, strategic planning, as well as various skills in personal and professional development.

Research and advocacy is collectively carried out as a search for knowledge through a systematic investigation, with an open mind, to establish relevant novel facts and thereby support viewpoints that influence policy, regulations, and standards-setting. LASPNET promotes collaborative legal research among its members for heightening awareness of pertinent issues before key decision-makers. The research findings facilitate an action learning process for enabling a deeper understanding of the issues involved, a reflective reassessment of the identified problems, and an exploration of the ways forward.

Publicity and information management are employed to protect and strengthen the credibility of the Network through a number of ways that enhance image, develop goodwill and influence attitudes. On the other hand, such initiatives are complemented with efforts to capture, manage, preserve, store and deliver the right information to the right people at the right time. It involves the organization of and control over the structure, processing and delivery of information. LASPNET ensures proper application of policies, processes, technologies and best practices through an elaborate process of information management.

Sector wide collaboration and dialogue enables the participation of legal aid service providers in the existing cross- institutional development and sector wide initiatives so as to encourage

consistency and generate efficiencies. This is intended to enable information sharing among the sector players as well as increase mutual cooperation, ensure effective collaboration and communication. In this way, the large institutions and smaller institutions can work together to create efficiencies, increase discoverability, and share expertise. LASPNET enables the membership to measure impact, reuse and access information,

- 1.6 **Rationale:** LASPNET is committed towards development of a policy framework that outlines procedures for undertaking research; considerations for ethical and quality research output; principles governing data collection and institutional safeguards, which is inclusive of content and protection of intellectual property rights.
- 1.7 **Justification:** The justification for this Policy is the need to document and elucidate for all concerned stakeholders, the right and acceptable procedures to follow in undertaking LASPNET's Research and Publications.
- 1.8 **Provision:** The Policy provides systematic guidelines that should be followed prior to embarking on a given research project; the procedure for procurement of services, inclusive of Consultancy Services; guidelines for the protection of Intellectual Property Rights (IPRs) during collection, compilation and dissemination of research data – which includes publication. The Policy also gives guidance in streamlining coordination and coherence in research output as well as ensuring that such output is aligned with the organizational goals and third-party interests.
- 1.9 **Overall Principles and Policy Objectives:** This Policy operates under the core guiding principles of LASPNET: Use of a Human rights – based approach; Evidence-based planning and advocacy; Gender mainstreaming; Access to legal aid and justice; and, Networking and Collaboration. To that end, the specific objectives of this Policy are as follows:
  - (a) To ensure that the development of research enhances and refines the Organization's research and development missions;
  - (b) To provide a mechanism of research coordination at all stakeholder levels;
  - (c) To protect the academic freedom as well as IP protection of the Organization's researchers, inclusive of members and other stakeholders, with respect to the publication of their research findings;
  - (d) To strengthen LASPNET's organizational capacity for strategic and technical planning as well as control in research output, as well as establish frameworks upon which LASPNET's research work, publications and advocacy campaigns must follow;

- (e) To provide the necessary incentives for research through recognizing and rewarding staff members, volunteers, students and other stakeholders whose research work generates a demonstrable socio-economic impact in line with LASPNET's objectives.
- (f) To create a stable environment for rendering of research support services;
- (g) To ensure proper and effective dissemination of research findings through various means, inclusive of regular participation in symposia or workshops or meetings, and;
- (h) To encourage proper documentation of research findings.
- (i) To streamline the interest of the donors in line with the research publications.
- (j) To ensure that all LASPNET's research and publications comply with acceptable National, Regional and International ethical standards and best practices.
- (k) To Safeguard the Organization from any risk caused by third parties in regards to use of external materials and or information that is protected through copyright.

## **1.10 Purpose of the Policy:**

This policy formalizes LASPNET's commitment to establishing a proper conduct for effective guidance, dissemination and utilization of research and publications by its staff and other stakeholders.

## **Article 2 – Definitions and explanations**

Without prejudice to any applicable laws, in this Policy the definitions set out below shall apply:

**Appointment:** A formal agreement for a Scholarly Visitor, Consultant or Student at LASPNET, which is a prerequisite to participate in or conduct research work at the Organization. This is inclusive of a Research or Consultancy Contract.

**Author:** Any person to whom this Policy is applicable, who individually or jointly with others, makes a mark or copyrightable work and meets the criteria for authorship under the IP laws of Uganda.

**Background IP:** Any pre-existing IP created before the execution of any Research project which is: (1) licensed or owned by any party to a Research Project prior to the beginning of the Project; or (2) generated independently of the particular project by that party; and which is brought into or used as part of the Research Project.

**Conflict of Commitment (COC):** Any situation in which an individual Staff Member's or Visitor's primary professional loyalty is not to the Organization because the time devoted to outside activities adversely affects their capacity to meet their responsibilities as set out in their employment contracts respectively.

**Conflict of Interest (COI):** Any situation in which real or perceived interests of an individual Staff Member, Visitor or Student, may run counter to the interests of the Organization or negatively affect their employment or duties.

**Copyright:** Works eligible for copyright, as defined in the Copyright law of Uganda, include literary works, musical works, artistic works, cinematography films, computer programs, gramophone records and broadcasts. For such works to become eligible for copyright, they must be original in character and must have been written down, recorded or otherwise reduced to material form in any other manner. Copyright protection covers the “artistic expression” in the particular work in which the “expression” is embodied, illustrated, or explained, but does not protect the “idea”. The term of protection for copyright works owned by individuals is 50 years after death, while for companies, it is fifty years from the date of publication.

**Creative Commons:** This involves the legal sharing of creative works through a range of licenses which allow creators to stipulate which rights they reserve, and which rights they waive for the benefit of other creators. Creative Commons licenses follow a “some rights reserved” model in contrast to traditional copyright which follows an “all rights reserved” model.

**Creator:** Any person to whom this Policy is applicable, who creates, conceives, reduces to practice, authors, or otherwise makes a substantive intellectual contribution to research and the creation of IP, and who meets the definition of ‘author’ as generally implied in the IP laws of Uganda.

**Chief Executive Officer:** This is an office(r) that is responsible for approving research work undertaken for and or on behalf of the organization.

**Director of Programs:** This is the office(r) that is responsible for reviewing research work undertaken for and or on behalf of the organization before it is forwarded to the C.E.O for final approval.

**Editorial Committee:** The body under the Organization which is responsible for externally reviewing research output and for providing strategic oversight to LASPNET in this regard. At the discretion of LASPNET, this Committee can either be constituted as the IRB or a separate Committee can serve the purpose of an IRB as explained below.

**Enabler:** Any assistants and other individuals who have indirectly contributed to the creation of IP by Creators/Authors - and as such may not be listed themselves as an author in terms of statutory IPRs - mainly through the execution of standard tasks or following through on specific instructions, but without whose practical contribution, the realization of the work would not have been possible.

**Institutional Review Board or Independent Ethics Committee:** This is also known as a Research Ethics Board (REB). It is a type of Committee that employs research ethical standards in the review of methods proposed to be used in the conduct of research to ensure that the research is ethical and that the potential findings will be credible.

**Intellectual Property (IP):** This is a creation of the mind and a set of intangible products of human activity. This includes an idea; the expression of an idea; or the expression of an identity that can be ascribed to a person.

**Intellectual Property Rights (IPRs):** These are the principal rights governing the ownership and disposition of new and innovative expressed ideas. Such rights are derived primarily from IP legislation and include rights in Industrial Property (Patents, Industrial Designs and Utility models), Trademarks and Service Marks, Copyrights & Related rights, Trade Secrets, Plant Varieties and Geographical Indications.

**Moral rights:** Moral rights include paternity right and integrity right. The paternity right is the right to be identified as the author of the work. The Integrity right is the right to object to derogatory treatment of the work.

**Open Source:** In particular reference to software, this refers to software whose source code is published and made available to the public, enabling anyone to copy, modify and redistribute the source code in accordance with the specific conditions that are imposed.

**Organization:** This refers to the Legal Aid Service Providers' Network.

**Plagiarism:** This is a situation whereby any person takes someone else's work or ideas and passes them off as his or her own.

**Public Domain:** A work is considered to be in the Public Domain if there is no legal restriction for its use by the public. This is technically after the term of IP protection has expired.

**Research:** Any creative work undertaken on a systematic basis in order to increase the stock of knowledge and the use of this stock of knowledge for the betterment of society.

**Research or Consultancy Contract:** Any type of agreement between the Organization and an external party or research sponsor, concerning research, which could result in IP being created through publications at the Organization. This includes, but is not limited to Sponsorships, Consultancies and collaborations with the external party or research sponsor.

**Research Project:** Any project that forms the basis of Research undertaken by the Organization and includes projects undertaken by a Student or volunteer, under the supervision of a staff member or a Visitor.

**Trade and Service Mark:** This is any sign or combination of signs capable of distinguishing goods or services of one undertaking from those of another. Where a sign is not inherently capable of distinguishing the relevant goods or services, qualification for registration shall depend on distinctiveness which can only be acquired through use. The term of protection is a period of seven years which can be renewed every ten years upon payment of a prescribed fee.

**Visitor:** Any person who is neither a Staff Member nor a Student Intern of the Organization who engages in work at the Organization, including a consultant, scholar, photographer (excluding photo-journalists) and volunteer; and who concludes an Appointment agreement with the Organization.

### **Article 3 – Scope of the Policy**

- 3.1 This Policy applies to all research work generated and published through the Organization, in particular by the external stakeholders including Consultants as well as internal stakeholders such as Staff Members, Student Interns and Visitors. It also applies to all matters of copyright generated through the involvement of the Organization.
- 3.2 **Background IP:** Upon commencing employment, enrolment or an Appointment, Staff Members, Student Interns and Visitors, must declare to the Evaluation Committee any existing IP they wish to exclude from the application of this Policy due to creation prior to their employment, enrolment or Appointment at the Organization. The Evaluation Committee will then assess the nature of the IP disclosed and will make a determination of the outcome.
- 3.3 **Applicability:** This Policy applies to all Staff Members, Student Interns and Visitors who participate in a Research Project or produce scholarly or copyrightable works. Rights and obligations under this Policy shall survive any termination of employment, enrolment or appointment at the Organization. Such rights and obligations are also subject to the obligations that the Organization generally has with external parties who fund its research projects.
- 3.4 **Binding effect of the Policy:** This Policy provides a determined course of action and therefore constitutes an understanding that is binding on the Organization, Staff Members, Students and Visitors, once adopted by the Board of the Organization, on the following grounds:
- 3.4.1 **Staff Members:** The Organization shall ensure that the employment contract or other agreement establishing any type of employment relationship between the Organization, Staff Members or any other stakeholders, includes a provision placing such stakeholders under the scope of this Policy.
- 3.4.2 **Student Interns participating in a Research Project:** The Organization shall ensure that Students participating in a Research Project sign an agreement before commencing the project, to the effect that they have read and will comply with the provisions of this Policy, according to Article 5.2.5.
- 3.4.3 **Visitors:** The Organization shall ensure that Visitors sign an Appointment agreement before commencing any activity at the Organization. Such agreement shall place the Visitor under the scope of this Policy and shall make reference to this Policy, a copy of which will be made available to the Visitor. In certain respects, such as where the Visitor is a photographer and or videographer, the agreement shall be referred to as a Copyright Release Agreement and should provide clear and specific provisions on matters related to ownership and exemptions on copyright accruing from the photo/videographer's work. A sample Copyright Release Agreement that can be utilized to this effect is annexed to this Policy as *Appendix A*.
- 3.4.4 Staff members of the Organization who permit Visitors, inclusive of photographers and videographers, access to the Organization's resources and premises, shall ensure that the Visitor has been notified of this Policy and obtain written acknowledgement from the Visitor, by appending his or her signature to the Copyright Release Agreement, which

effectively shows that they are aware that they are bound by this Policy in the absence of any written agreement to the contrary.

3.4.5 **Informed consent:** Reference to this Policy shall be included in all available literature pertaining to the profile of the Organization, inclusive of the Organization's website. Such reference shall be in sufficient detail so as to enable the full text of the Policy to be easily accessed.

## **Article 4 – Implementation, Governance and Operation**

### **4.1 Evaluation Committee**

4.1.1 **Purpose:** A Committee is to be established to ensure good governance is in place in respect to the Organization's Research and Publications as well as adherence to the principles imbedded within this policy.

4.1.2 **Composition:** The Evaluation Committee shall be chaired by the Director of Programs who shall report to the Chief Executive Officer of the Organization as overseer of the Committee. The Committee may, on an ad hoc basis, create, constitute themselves or submit research proposals to an IRB to evaluate ethical and quality standards; or, co-opt persons of particular technical expertise as members of the Committee to advise the Organization's staff members, Students and Visitors on quality evaluation of the research output, as well as adherence to all the obligations provided for under this policy, prior to publication.

4.1.3 **Responsibilities:** The responsibilities of the Evaluation Committee are as follows:

- (a) Review the quality of research output at the Organization and ensure that such output conforms with this Policy, in particular with regards to respect for IPRs, style and quality of research with regards to the organizational reference style highlighted under article 4.1.4 herein below;
- (b) Secure protection over IPRs arising from research where necessary;
- (c) Evaluate background IP;
- (d) Preside over any disputes arising from this Policy;
- (e) Decide on endorsements and branding;
- (f) Such other related matters as may be deemed appropriate.

4.1.4 **Organizational Reference Style:** A Research paper that is to be considered for publication under this Policy should be processed in Microsoft Word or Corel WordPerfect. It should be typed at the default margin level, with a 1.5 line spacing and Times New Roman font size 12. Footnotes should be placed at the bottom of each page and citations should follow *A Uniform System of Citation (15<sup>th</sup> ed)*, which is commonly referred to as the Harvard Blue Book.

## **Article 5 – Ownership of IP and Rights of Use**

### **5.1 IP created by Staff Members**

5.1.1 **Organization's ownership:** The Organization owns all IP in the research and publications created by a Staff Member -

- (a) in the course and scope of his/her employment; or

(b) making substantial use of the Organization's resources.

5.1.2 **Staff Membership ownership:** Staff Members will own or co-own the IP they have created out of research when such IP:

(a) is outside the course and scope of their employment and without substantial use of the Organization's resources.

For the avoidance of doubt, use will be deemed not substantial if minimal overhead costs have been incurred by the Organization (such as the use of office space, the library, office facilities such as the traditional desktop computers); only a minimal amount of time has been spent using significant facilities belonging to the Organization; or the IP generated out of the research has come about in the personal or unpaid time of the Author.

(b) vests in scholarly Works in accordance with Article 5.4.

5.1.3 **IP emanating from Research Contracts:** In the absence of provisions to the contrary in any national law, the terms of the Research Contract will regulate ownership of IP created by Staff Members in the course of a Research Project that forms part of a Research Contract, as set out in Article 7.

5.1.4 **Appointment of Staff Members to another Organization:** It is the responsibility of each Staff Member that holds an academic or research appointment at another Organization (i.e., Host Organization where such Staff Member is a Visitor) to bring to the attention of the Host Organization, his/her obligations in terms of this Policy, prior to the start of the tenure at the Host Organization. To the extent that any legal or contractual document at the Host Organization makes a claim on IP created by the Staff Member pursuant to such appointment, the Staff Member shall ensure that the Host Organization negotiates a suitable IP arrangement with the Organization (i.e., LASPNET).

## 5.2 IP created by students

5.2.1 **Student ownership:** A Student owns the copyright in theses and dissertations as well as Scholarly works and any publications generated out of research conducted at or through the Organization. This is in contrast to IP created by a student in a Research Project, as per Article 5.2.3 below.

5.2.2 **Theses or dissertations:** The Student must grant a royalty-free license to the Organization to reproduce his/her thesis or dissertation and to distribute copies thereof to the public in conformity with the objectives of the Organization.

5.2.3 **Organization ownership:** IP emanating from a Student's Research Project shall be owned by the Organization in the following circumstances:

(a) If the IP is created by making Substantial Use of the Organization's resources (excluding supervision) and there is no re-imbursement agreement concluded between the Organization and the Student; or

(b) If the Research carried out by the Student forms part of the Organization's Research Projects.

(c) If the Student received financial support in the form of wages, salary, stipend, or grant from funds administered by the Organization.

5.2.4 **IP emanating from Research Contracts:** Where a Student works on a research project, the terms of the Research Contract will generally determine the IP Ownership, as set out in Article 7 below.

5.2.5 **Organization ownership responsibilities:** If the Organization is the owner of IP created by a Student, in terms of Article 5.2.3 or Article 5.2.4, and hence created in terms of a Research Project or Research Contract, respectively, the Organization shall:

- (a) provide the Student with an explanation, in writing, of the reasons for the assignment of IP rights to the Organization;
- (b) advise the Student to seek independent advice regarding the assignment;
- (c) obtain a deed of assignment from the Student for all IPRs emanating from the Student's Research Contract or Research Project, where relevant, in return for revenue sharing as provided for in Article 10; and
- (d) withdraw the Student from the Research Project or Research Contract if a Student elects not to assign the relevant IPRs to the Organization.

5.2.6 **Bursaries or Scholarships:** An external party that grants a bursary or scholarship to a Student may elect to own the IP created by that Student in the course of his/her undertaking research studies or internship at the Organization, provided the Student and the Organization have consented to the assignment of IP ownership in writing and such consent is not contrary to any applicable local or national law.

### 5.3 IP created by Visitors

5.3.1 **Organization ownership:** Unless otherwise agreed to in writing by the Organization and the Visitor's home institution prior to the tenure at the Organization, Visitors are required to assign to the Organization any research work or IP:

- (a) created through research undertaken in the course and scope of their Appointment at the Organization; or
- (b) created by making Substantial Use of the Organization's resources.

5.3.2 **Organization IP:** On departure from the Organization, a Visitor must sign and submit to the Organization a Research Disclosure form disclosing any Research work or IP created, as per Article 5.3.1, whilst at the Organization.

5.3.3 **Rules applicable to works-for-hire:** A Visitor who is hired by the Organization to take photographs and or videos at events under the control of the Organization, shall have no claim to the ensuing copyright in the published photographs and or videos. Copyright in such photographs shall belong to the Organization as commissioned works.

For the avoidance of doubt, a photo-journalist does not fall in the category of providing works-for-hire and any photographs or video coverage taken by such a Visitor at an event under the control of the organization, are the copyright of such Visitor unless obtained with consent or assigned to the Organization, to which agreement over such assignment shall be placed in writing.

#### **5.4 Special rules for Scholarly works**

- 5.4.1 **Publication:** The Organization recognizes and endorses the rights of Staff Members, Students and Visitors to publish their Scholarly Works, provided that any Scholarly Work which may disclose any possible Organizational IP shall first be cleared by the Evaluation Committee after having an opportunity to protect such Organizational IP in accordance with Article 8.
- 5.4.2 **Organization repository:** Due to the need to adhere to copyright regulations, Staff Members, Students and Visitors should endeavor to obtain publishers' permission to include published Scholarly Works in the Organization's repository [whether as a published edition or in pre-publication form].
- 5.4.3 **Waiver of rights in Copyright:** The Organization waives its rights in the copyright in Scholarly works produced by Staff Members, Students and Visitors solely in the furtherance of an academic career.
- 5.4.4 **Licensed to the Organization:** Regardless of the provisions in article 5.4.3, Staff Members, Students and Visitors shall grant to the Organization a non-exclusive, royalty free license to use their Scholarly Works for the Organization's administrative, promotional and Research purposes.
- 5.4.5 **Avoidance of Plagiarism:** All material generated at the Organization or for the benefit of the Organization by staff members or any external stakeholders, which is inclusive of concept notes, opinion article, petitions, position papers, press statements, reports and other publications, shall ensure that for any reference to secondary information, permission is sought and obtained and or acknowledgement of the source of information is given. To this effect, such material shall be subjected through an anti-plagiarism software to check for plagiarism as part of the consideration process before publication.

#### **5.5 Moral Rights and recognition of stakeholder IP:**

- 5.5.1 **Recognition:** The Organization undertakes to respect and protect the moral rights which copyright law confers on Authors of copyright works in accordance with the Ugandan Copyright law. As such, an author – regardless of being a staff member, student or visitor – will have his or her moral rights recognized in respect to contribution made towards research and publication of works under this Policy.
- 5.5.2 **Rights granted:** The Organization acknowledges that moral rights vest in Authors of copyright works irrespective of the copyright ownership thereof and include:
  - (a) the right of attribution of authorship in respect of the copyright works;
  - (b) the right not to have authorship of the copyright works falsely attributed; and

(c) the right of integrity of authorship in respect of the copyright works.

5.5.3 **No waiver:** The Organization will not require Staff Members, Students or Visitors to waive their moral rights as a condition of employment, enrolment, Appointment or funding.

5.5.4 **Recognition of stakeholder IP:** The Organization shall be required to give due recognition and highlight the IPRs of its stakeholders, such as copyrights and trademarks, in any research project involving stakeholders who are inclusive of but not limited to development partners and donor agencies.

## 5.6 Public Domain

5.6.1 **Public Domain:** The Organization's research work forms part of the Public Domain in the following circumstances:

- (a) If a Research Contract provides that the research results are be placed into the Public Domain; or
- (b) If staff Members or Visitors made use of resources licensed through Open Source or Creative Commons Licenses and the licensing conditions require release of derivatives into the Public Domain; or
- (c) In conformity with the core values, goals and objectives of the Organization.

5.6.2 **Release into the public domain:** The Organization will release its research work into the Public Domain in the following circumstances:

- (a) where it is deemed to be in the public interest;
- (b) subject to conducting a research output valuation exercise, if the research output and publication are established to be of low quality or other development potential and low prospects of fostering a significant impact among stakeholders; or
- (c) in accordance with the obligations of the Organization.

5.7 **IP owned by Members of the Organization:** IP emanating from legal aid service providers that are members of the Organization as background IP, shall be owned by such members and may be assigned or licensed to the Organization on a case by case basis as the respective parties deem fit. However, where foreground IP is created by such member in the course of a research project that is undertaken within the framework of the organization and as part of the obligations of the Organization through –

(a) direct supervision and involvement of the Organization in pursuance of its interests, and

(b) substantial use of the Organization's resources,

Such IP shall be assigned to the Organization.

For the avoidance of doubt, all the Organization's members that are engaged with the Organization in any matter that falls under this Policy, shall be obligated to adhere to the principles enshrined in this policy.

## **Article 6 – Publication and Non-Disclosure**

- 6.1 **Right of Publication:** The Organization encourages and supports the right of Authors or Creators to decide if and when to publish their Research results, in accordance with Article 5.4 above.
- 6.2 **Non-Disclosure for IP Protection:** In conjunction with the right of publication, Authors or Creators, inclusive of students and Visitors, should be aware that premature public disclosure may result in loss of IP protection rights. Therefore, they are strongly encouraged to make all reasonable efforts to identify any protectable IP as early as possible, according to Article 8, and shall consult the Evaluation Committee before making any public disclosure of potential Organizational IP or exercising their academic freedom rights.

## **Article 7 – Research Contracts**

- 7.1 **Authority:** Staff Members, Students and Visitors shall not have the right to enter into a Research Contract with external parties on behalf of the Organization unless they are authorized to do so by the Chief Executive Officer of the Organization.
- 7.2 **Due diligence and CEO approval:** Persons acting for and on behalf of the Organization shall exercise all due diligence and consult and obtain the CEO's approval when negotiating and signing contracts that may affect the Organization's IPRs. This will enable the CEO to make a note of the Research Contract that is being concluded so as to monitor progress and be aware of any existing commitments made to the external party.
- 7.3 **Ownership and rights to use:** Subject to any provisions in law to the contrary, ownership and rights to use shall be agreed upon with the external entity, in accordance with the applicable regulations in place.
- 7.4 **Government rules:** Research Contracts shall comply with any applicable law and/or Government regulations and/or rules, which may be applicable to Research undertaken by the Organization, in particular, as far as it relates to the ownership of IP resulting from such Research. The appropriate legal representative of the Organization will be consulted in this respect before the signing of any Research Contract unless this responsibility has been delegated to the Director of Programs by the CEO of the Organization.
- 7.5 **Basic Principles:** The IP clauses in all Research Contracts shall be governed by the following basic principles:
  - 7.5.1 **Concluded from the outset:** A Research Contract must be executed in writing and signed by the Organization and the external party(ies) or sponsor(s) prior to the commencement of any Research Project and, as appropriate and without limitation, must contain terms relating to ownership, management and use of IP arising from the Research Project as well as any Background IP. A sample of such research contract that can be relied upon is annexed to this policy as *Appendix B*.

**7.5.2 Background IP:**

**(a) Declaration of Background IP:** All Organization Background IP must be properly recorded and declared prior to the commencement of a Research Contract and belongs to the Organization. Similarly, Background IP of the external party/sponsor, belongs to such party or sponsor. Use of such Background IP requires express written permission.

**(b) Costs for obtaining Background IP:** All publications, advocacy and training budgets should provide for costs involved in the assignment or licensing of IPRs as well as any other form of compensation for use of material that is to be obtained from a third party.

**7.5.3 Foreground IP (or IP arising from the Research Contract):** IP generated pursuant to a Research Contract by Staff Members, Students or Visitors shall be governed in terms of the above provisions relating to IP generated by these parties. The general rule is that such IP shall be owned by the Organization.

**7.5.4 Co-owned Foreground IP:**

**(a) Terms for co-ownership:** Co-ownership of IP generated pursuant to a Research Contract shall be in accordance with national legislative provisions, failing which, any of three options available, will be exercised, that is – as per the percentage of IP created by the Organization and the external party(ies) or Sponsor(s); OR in an equal undivided manner; OR as mutually agreed contractually.

**(b) Costs for protecting and maintaining co-owned IP:** The Costs for protecting and maintaining any IPRs shall be shared between the Organization and the external party(ies) or Sponsor(s) under the three available options, that is - as per the percentage of IP created by the Organization and the external party(ies) or Sponsor(s); OR in an equal undivided manner; OR as mutually agreed contractually.

**7.5.5 Right of first refusal to the IP:** The Research Contract may include provisions giving the external party(ies)/sponsors, a right of first refusal to Commercialize the IP emanating from the Research Contract, through a license or joint venture arrangement or assignment.

**7.5.6 Use of the IP for Research and teaching:** In instances where the Copyright in the Organization's research output is licensed exclusively or assigned as part of the Research Contract, all efforts should be made to secure a royalty-free license for use of such research output for further on-going Research and teaching purposes to the best extent possible under the Fair-use principle.

7.6 **Exceptions to the Policy:** In certain cases, it may be necessary and or beneficial to the Organization to enter into a Research Contract that contains exceptions to the provisions of this Policy. Any such exceptions require prior, written approval from the CEO. The exceptions to the Organization's R&P Policy should only be exercised in so far as the benefit to the Organization outweighs any compromise that the Organization is making.

## **Article 8 – Determinations by the Director of Programs**

### **8.1 Responsibility to Disclose IP:**

8.1.1 **Recording:** Creators or Authors shall keep appropriate records of their Research in accordance with the Organization's applicable policy procedures and make reasonable efforts to ensure that only those individuals within the Organization who have a need to have access to such records for the performance of their duties are granted such access.

8.1.2 **Complete Disclosure:** Creators or Authors must provide to the DOP such full, complete and accurate information of their research proposals and output as may be reasonably required, so as to enable the Evaluation Committee chaired by the DOP to sufficiently assess the quality and related features, IP ownership as well as socio-economic potential that might be applicable to such research work. Upon complete disclosure, the Evaluation Committee will either constitute itself into an IRB and evaluate the research proposal for ethical review purposes or submit the research proposal to an external IRB as the situation permits.

### **8.2 Creatorship and ownership**

8.2.1 **Creatorship:** Creators or Authors shall, upon request, sign the appropriate legal documents provided by DOP that attest to creatorship or Authorship, inclusive of guarantee of necessary consent obtained for the use of external IPRs such as copyrights and trademarks owned by other parties.

8.2.2 **Ownership:** Once creatorship or authorship has been determined, the Creators or Authors shall be required to formally assign any right, title or interest they may have in the research work to the Organization in the form of a contract that specifies the rights that will accrue to the Creator(s) and the Organization, and the obligations they will have to assist the Organization if or when the need arises to pursue further protection and enforcement of any IPRs that accrue.

## **Article 9 – Dissemination and utilization of Research findings and Publications**

9.1 **Assistance to the DOP:** Creators/Authors of the Organization's research work which has been selected for publication by the Organization, must provide the Evaluation Committee with all reasonable support in the assessment, protection (including preventing premature disclosure and execution of any documents including deeds of assignment and deeds attesting to creatorship), and dissemination of the research output.

9.2 **Dissemination Pathways:** Modes of research dissemination may include:

- (a) non-profit use or donation;

- (b) royalty free access on humanitarian or other grounds; or
- (c) various combinations of the above.

- 9.3 **Conditions:** Regardless of the mode of dissemination outlined above, the following conditions shall apply in harmony with the core values of the Organization:
- (a) protection of the interests of the Organization, its member organizations, its staff members, students and Visitors;
  - (b) retaining the rights for the Organization to use the research findings for educational and further research purposes;
  - (c) assurances that the research findings will be utilized in a manner which will serve the public good;
  - (d) Ensuring that all necessary consent is obtained prior to the use of works of copyright belonging to external parties;
  - (e) Discouragement from “shelving” the research findings or keeping them from effective utilization or using such findings in any illegal or unethical manner.
- 9.4 The Organization will endeavor to disseminate and utilize its research findings in a manner that enhances local, regional and national socio-economic development.

## **Article 10 – Incentives**

### **10.1 The Organization’s Incentive Structure:**

- 10.1.1 **Purpose and Scope:** The Organization, in the interest of promoting research, capacity development and knowledge transfer, will give due consideration to incentives to researchers to foster further Research that has socio-economic impact; such incentives may be financial or non-financial. A Creator/Author may receive incentives from each research project he or she is involved in.

### **10.2 Sharing of Revenues:**

- 10.2.1 **General:** The Organization will award creators/Authors in the sharing of monetary benefits that may accrue to the Organization from the prior award of research grants for approved research projects.
- 10.2.2 Such monetary benefits to those involved in a research project shall be determined by the Organization’s CEO on a case-by-case basis.

### **10.3 Other Incentives**

- 10.3.1 **Growth, development and acknowledgement:** A framework for growth and development of the Creator, Author or Enabler in their professional and personal capacity shall be developed in recognition of research generation and publication through capacity development. This may entail specific training opportunities, sabbaticals, and local and international exchanges in their relevant Research field.

10.3.2 **Research funds:** The Organization will actively, through its CEO, promote, source and or facilitate collaborative arrangements with partners and stakeholders to secure funding for further Research.

## Article 11 – Research Portfolio Maintenance

- 11.1 **Recording and Monitoring:** The Research and Knowledge Management Office(r) shall maintain records of the Organization's Research and Publications in an appropriate form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance or annuity fees of protected IP such as Trademarks; it shall keep all records relating to consent sought for and obtained with relation to each copyright used by the organization that belongs to an external party; it shall keep record of Trademarks that are due for renewal or subject to enter into the public domain (inclusive of copyrights), and shall, within a reasonable time, inform the person or department designated to make necessary payments.
- 11.2 **Duration for record storage:** Save for the recognition and adherence to the statutory period within which records of IP should be maintained, as stipulated in Article 11.1, all hard-copy records of research material shall be kept in storage for a period of eight years from the date of publication.

## Article 12 – Conflicts of Interest and Conflicts of Commitment

- 12.1 **Commitment to the Organization:** Staff Members' and Visitors' primary commitment of time and intellectual contributions should be to the research and publication programs of the Organization.
- 12.2 **Best Interests of the Organization:** Staff Members and Visitors have a primary professional obligation to act in the best interests of the Organization; they should avoid situations where external interests could significantly and negatively affect their work ethic and research integrity.
- 12.3 **Agreements with External Parties:** It is the responsibility of all Staff Members and Visitors to ensure that their agreements with external parties do not conflict with their duties and responsibilities in terms of this Policy. This provision shall apply in particular to private consultancy and other research service agreements concluded with external parties, so as to safeguard against a duplication of services by such consultants. Each individual should make his/her duties and responsibilities clear to those with whom such agreements may be made and should ensure that they are provided with a copy of this Policy.
- 12.4 **Disclosure of External Activities and Financial Interests:** Staff Members and Visitors shall promptly report all potential and existing Conflict of Interest (COI) or Conflict of Commitment (COC) to the appropriate LASPNET authority (this can be either the DOP or CEO), in compliance with the applicable provisions in the Human Resource Policy and Procedure Manual. Such authority will be responsible for resolving the conflict or reaching a solution satisfactory to all parties concerned.

## **Article 13 – Dispute**

13.1 **Violation:** Breach of the provisions of this Policy shall be dealt with under the normal procedures of the Organization in line with its Human Resource Policy, and in accordance with the relevant provisions of law and regulations in force. Such matters related to violation of this policy shall be overseen by the head of the Research and Knowledge Management Office.

### **13.2 Dispute Resolution**

- 13.2.1 Any internal disputes or questions of interpretation arising under this Policy, as well as disputes with an external party with regards to research work that falls under this Policy, must in the first instance be referred to DOP for consideration and mediation by the Evaluation Committee.
- 13.2.2 If the matter cannot be resolved by the Evaluation Committee within two weeks, then the dispute or question of interpretation must be referred to the CEO for mediation.
- 13.2.3 The CEO may at his or her sole discretion refer the matter to an independent Mediator in accordance with the laws in place.

## **Article 14 – Amendment**

This Policy may be amended at any time by a decision of the Evaluation Committee.

**Appendix A:**

**COPYRIGHT RELEASE AGREEMENT**

Date:

TO: (insert C.E.O, LASPNET address)

---

---

I \_\_\_\_\_ (*insert name of photo/videographer*)  
do hereby confirm that I am the owner and copyright holder of all the  
photo(s)/image(s)/video(s) captured at \_\_\_\_\_ (*state*  
*the venue of the event*) for the purpose of  
\_\_\_\_\_ (*briefly describe the event*).

In adherence to the LASPNET Research and Publication Policy, I hereby grant you the right to possess the above mentioned photo(s)/image(s)/video(s) shot by me and also give you my authorization to make unlimited use of the same photo(s)/image(s)/video(s) for purposes related towards achieving the objectives of LASPNET, but not for personal or commercial use outside of such objectives.

I make this authorization and release of copyright without any coercion or duress.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Contact details: \_\_\_\_\_

*(phone number and physical address)*

**Appendix B:**

**[SAMPLE OF] RESEARCH/CONSULTANCY CONTRACT**

This Agreement is effective on the ..... day of ..... [month], ..... [year], between THE LEGAL AID SERVICE PROVIDERS NETWORK – UGANDA of P.O. Box 8488, Kampala, Balintuma Road, Mengo ( herein after called LASPNET which expression shall, where the context permits, include its assignees and successors in title), on the one part,

AND

..... (name and address of Visitor)(herein after referred to as “the Visitor” which expression shall, where the context permits, include his/her assignees and successors in title) on the other part.

WHEREAS

LASPNET has a Research and Publication policy that guides LASPNET in the overall execution of its obligations, inclusive of respect for and adherence to Intellectual Property Rights;

AND WHEREAS

- a) LASPNET wishes to procure the services of a ..... (insert specific service provider profile of Visitor);
- b) The Provisions of the LASPNET Research and Publication Policy have been highlighted or brought to the attention of the Visitor.

THIS AGREEMENT WITNESSETH AS FOLLOWS:

**1. Employment**

LASPNET employs the Visitor to perform and the Visitor agrees to perform research and writing services for LASPNET under the [research project] [titled]..... (“the research project”).

(a) Use of work: - LASPNET has sole, absolute and unfettered discretion to use or not to use the work and or make any changes in, deletions from or additions to the work.

(b) Underlying intellectual property: If the work is based on an original idea or material (“Background Intellectual Property”) created by the Visitor, the Visitor hereby grants LASPNET the same rights in the Background Intellectual Property as LASPNET is acquiring hereunder in the work. The compensation payable to the Visitor pursuant to paragraph 4 hereunder includes payment for the use of the said rights in the Background Intellectual Property specifically for purposes of the research project and its publication, as well as payment for the research and writing services of the Visitor hereunder.

**2. Delivery**

The Visitor agrees to complete and deliver each aspect of the research project, inclusive of any changes and revisions as shall be required by LASPNET.

### **3. Performance standards**

All of the Visitor's services shall be rendered promptly in a diligent, conscientious, artistic and efficient manner and the Visitor shall devote his/her entire time and attention and best talents and abilities to the services to be rendered, either alone or in collaboration with others. The Visitor's services shall be rendered in such manner as LASPNET may reasonably direct pursuant to the instructions, suggestions and ideas of, and under the control of, and at the times and places reasonably required by LASPNET's duly authorized representatives. The Visitor shall be available for conferences with such representatives for such purposes at such times and places during the Visitor's employment as may be required by such representatives.

### **4. Compensation**

(a) Conditioned upon the Visitor's full performance of all of the Visitor's obligations hereunder, LASPNET will pay the Visitor as full compensation for all services rendered and rights granted as set out herein below. This payment is made for work created during the course of the Visitor's employment for the sole purpose of research and writing under the Research Project. The payment constitutes use of the Visitor's background intellectual property for the specific purposes of the research project and shall constitute a complete buyout of all the rights in foreground intellectual property that the Visitor may be desirous of exercising.

For the avoidance of doubt, the Visitor may still be entitled to use foreground intellectual property on his/her own accord subject to obtaining authorization from LASPNET.

(b) Subject to mandatory deductions, the Visitor shall be paid a fixed compensation of UGX ..... as follows:

- (i)      UGX..... upon execution of this agreement;
- (ii)     UGX..... upon delivery of the last form of work due to LASPNET under the research project.

### **5. Warranties, Representations, Indemnities**

(a) Visitor's warranties and representations – The Visitor warrants and represents that each form of work under the research project shall be wholly original, except as to matters within the public domain, background IP or matters sourced from elsewhere, of which such material sources shall be duly acknowledged and or authorization obtained for use of such sourced material, where possible. The Visitor also warrants that he/she shall not infringe upon or violate the intellectual property rights or right of privacy or publicity of others, or constitute a libel or slander against, or violate any common law or any other rights of any person, firm or corporation.

(b) Visitor's Indemnities – The Visitor shall indemnify LASPNET and LASPNET's licensees and assignees and or its officers, members, agents and employees from all liabilities, actions, suits or other claims arising out of the use by LASPNET of the research work and from reasonable attorneys' fees and costs in defending against the same. The foregoing

shall apply only to material created or furnished by the Visitor, and shall not extend to changes or additions made therein by LASPNET, or to claims for defamation or invasion of the privacy of any person unless the Visitor knowingly uses the name or personality of such person or should have known, in the exercise of reasonable prudence, that such person would or might claim that such person's personality was used in the research project.

- (c) LASPNET's indemnity – LASPNET shall indemnify the Visitor to the same extent that the Visitor indemnifies LASPNET hereunder, as to any material supplied by LASPNET to the Visitor for incorporation into the research project.
- (d) Notice and Pendency of Claims – The party receiving notice of any claim or action subject to indemnity hereunder shall promptly notify the other party.

## **6. Ownership**

As the Visitor's employer under the Research project, LASPNET shall solely and exclusively own throughout the world and in perpetuity, all rights of every kind and nature in the research project (save for moral rights were applicable), including the right to use the work in developments or derivatives, etc., and to disseminate it through any media now known or hereinafter devised, and all of the results and proceeds thereof in whatever stage of completion as may exist from time to time. The Visitor acknowledges that the research project, and the work therein, is being undertaken by the Visitor for use by LASPNET and that each form of work is being put together by the Visitor in the course of the Visitor's employment by LASPNET, and, therefore, LASPNET shall be the owner of copyright in the work.

## **7. Assignment**

This Agreement is non-assignable by the Visitor. This Agreement shall insure to the benefit of LASPNET's successors, assignees, members, licensees and grantees and associated, affiliated and subsidiary stakeholders. LASPNET, and any subsequent assignee, may freely assign this Agreement, in whole or in part, to any party provided that such party assumes and agrees in writing to keep and perform all of the executory obligations of LASPNET hereunder.

## **8. Name and Likeness**

LASPNET shall have the right to use and permit others (including its members, development partners and donors) to use the Visitor's name and likeness for the purposes of advertising and publicizing the research project, any programme material and or publication based on the research project, and any exhibitor's or sponsor's products and services.

## **9. Arbitration**

This Agreement shall be interpreted in accordance with the laws of Uganda applicable to agreements executed and to be wholly performed therein. Any controversy or claim arising out of or in relation to this Agreement or the validity, construction or performance of this Agreement, or the breach thereof, shall be resolved by arbitration in accordance with the

Uganda Arbitration laws in place at the time. The parties agree hereto that they will abide by and perform any award rendered in any arbitration conducted pursuant hereto, that any court having jurisdiction thereof may issue a judgment based upon such award and that the prevailing party in such arbitration and/or confirmation proceeding shall be entitled to recover its reasonable attorneys' fees and expenses.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and year first above written.

On behalf of LASPNET

---

The Chief Executive Officer

---

The Visitor

---

Witness

---

Witness