

INDEPTH NETWORK

**Accra, Ghana
www.indepth-network.org**

Policy on Intellectual Property Rights And Authorship on behalf of INDEPTH

A. Ownership and exploitation of Intellectual Property Rights (IPRs)

1. Background

INDEPTH is an international network of field sites with continuous demographic evaluation of populations and their health in developing countries. The demographic surveillance system (DSS) sites generate high quality, population-based, health and demographic data on longitudinal basis. INDEPTH has been established to harness the collective potential of these initiatives to provide a better, empirical understanding of health and social issues, and to apply this understanding to alleviate the most severe health and social challenges facing the developing world.

One of the numerous strengths of DSS sites is that they comprise multidisciplinary teams of epidemiologists, biostatisticians, demographers and social scientists who collect, clean, maintain, and analyse empirical information that can impact health policy and practice. The sites therefore have the requisite infrastructure for research.

The Network therefore considers as important the issue of ownership and exploitation of intellectual property rights (IPRs) in relation to work that is undertaken under the auspices of INDEPTH. INDEPTH agrees on the basic moral principle that hard work should be rewarded.

2. Definitions endorsed by INDEPTH

Copyright

Copyright gives certain rights to creators of literary and artistic works, including books, drawings, and paintings. The concept has been extended to computer programmes, maps, imagery and databases.

The right to control use of a creative work is mainly economic, although authors also have moral rights, e.g., the right to claim authorship and to oppose changes to a work that might harm the author's reputation. In most national systems, moral rights remain with the author, even if the economic rights are reassigned.

Intellectual Property

"Intellectual Property (IP) refers to the rights granted by law in relation to the fruits of human creative activity. In the context of this policy, it includes copyright, all rights in relation to inventions, registered and unregistered trademarks, registered designs, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields."¹

Intellectual Property Rights (IPRs)

According to the World Trade Organisation², Intellectual Property Rights (IPRs) cover two main categories:

1. Copyrights and rights related to copyright, which protect literary and artistic works; and
2. Industrial property, including patents, industrial designs and trade secrets, which are protected in order to stimulate innovation, design and creation of new technology, and trademarks and geographical indications ('distinctive signs'), protected for economic reasons.

Public Domain

Public domain implies that no property right or restrictions are associated with the product. It is often used to indicate "free" or "available gratis."

Public Disclosure

Public disclosure is the act of permitting public access to information. It does not remove IPR, but disclosure does eliminate the possibility of subsequently obtaining patent protection.

B. Authorship Policy

1. Introduction

On August 23, 2002 the INDEPTH Board accepted, in principle, that INDEPTH publish its own monographs. The Secretariat should therefore strengthen its publications capacity and judge which publishing partners most effectively meet INDEPTH needs (including distribution). The Board endorsed the critical need for INDEPTH to include thorough peer-review in all editorial processes. In March 2003, the Scientific Advisory Committee (SAC) stressed in a report the need for INDEPTH to continue the practice of extensive external peer-

¹ ANZLIC (1999). Policy Statement on Spatial Data Management, April 1999.
<http://www.anzlic.org.au/policy/policy.htm>

² WTO (2001). TRIPS: Frequently asked questions about TRIPS in the World Trade Organisation.
http://www.wto.org/english/tratop_e/tripq_e.htm

review. The Board agreed that the following terms of reference be first distributed to Site Leaders for their input and then tabled at the Annual General and Scientific Meeting (AGM) in Accra.

The Secretariat passed on the draft document to Site Leaders and this was also discussed at the Accra AGM in February 2003 in Ghana. In addition, the SAC of INDEPTH closely reviewed the document prepared by the Secretariat and made recommendations.

This final document therefore has incorporated input from the Board, Leaders of INDEPTH member sites and the SAC.

Important Note:

To adequately recognize the contribution of all who contribute to work that leads to an INDEPTH publication, the Secretariat considers and encourages INDEPTH member sites to consider a broader eligibility for authorship. This includes the extent to which a person created something in the project, whether it was through conception and design; or design and analysis, etc.

Specifically, INDEPTH will accept an adjustment to the often-used criteria according to which authors are expected to have contributed substantially to conception AND design OR analysis AND interpretation of data, drafting OR revision of the content, AND approval of the final version.

A memorandum of understanding (MOU) based on the following terms shall be signed between the INDEPTH NETWORK and each and every author or editor who is asked by INDEPTH to write any publication on its behalf.

2. Ownership / Copyright of Publications

2.1

- a. The INDEPTH Network reserves all rights for publications written on behalf of the Network – whether by individual authors or a group of authors acting as “authors” or editors.
- b. An external individual / organization who / which is an associate member / a research collaborator of the INDEPTH Network or of any of INDEPTH’s member sites, may seek co-ownership of a joint publication provided that the individual / organization:
 - i. has made an intention of co-ownership known at the outset of a collaboration between that individual / organization and the Network;
 - ii. substantially funds or has secured funding for the project on which the publication is based; and

- iii. the co-ownership agreement is approved by the Executive Director and ratified by the Board of Trustees.

3. Authorship

3.1 Approval of authors and editors

- a. All authors and editors writing on behalf of INDEPTH must be approved by the Executive Director.
- b. All authors of site-specific chapters or articles in INDEPTH publications must be nominated by the site leaders. The Executive Director shall accept all nominations from site leaders. It is the site leader's responsibility to name as authors those he or she feels are eligible to act as authors for his or her site.

3.2 INDEPTH authors / editors for cross-site publications

a. Monographs

- I. The following staff are eligible for consideration by the Executive Director:
 - i. Scientists from INDEPTH member sites nominated by their site leaders who are in working groups or invited to a network activity
 - ii. Scientists at the INDEPTH Secretariat
 - iii. Members of the Scientific Advisory Committee
 - iv. Members of the INDEPTH Board of Trustees

b. Articles / Chapters in Books

- I. All in a. above are eligible
- II. Collaborators/partners from external institutions who have close links to INDEPTH sites and/or the INDEPTH Secretariat and have been invited by site leaders or the Secretariat to contribute to the article or chapter.
- III. Collaborators/partners from external institutions who have been invited by working groups to contribute substantially to the writing of the chapter/article.

3.3 For the monograph series

- a. If a volume is written by an author or authors (approved by the Executive Director) without an editorial group or an editor, the author(s) will be listed by name(s) on the front cover.
 - i. Example: A^x, B^y and C^z. on behalf of INDEPTH Network - **cover page** (x = Matlab HDSS, Bangladesh; y= Navrongo HDSS, Ghana; c = Rufiji HDSS, Tanzania)

- b. If a volume has an editor or a group of editors and chapters are written by a single author or a group of authors, the cover page will carry only the name(s) of the editor(s) and the appropriate chapters will carry the name(s) of their author(s).
 - i. Book Example: A^a, B^b, and C^c (eds. On behalf of INDEPTH Network) – cover page (a = Agincourt HDSS, South Africa; b = Kanchanaburi HDSS, Thailand; c = Nouna HDSS, Burkina Faso)
 - ii. Article/Site Chapter Example: X, Y, and Z, Magu HDSS

3.4 For reports and articles in international journals

- c. For all articles written for publication in international journals, authors may list their names and their individual DSS sites or institutions. The list must always end with: “on behalf of the INDEPTH Network.”
 - i. Example: “A, B and C on behalf of the INDEPTH Network”.
- d. a) Applies also to reports commissioned by the Network, whether for publication or not.

4. Acknowledgements

- 4.1 Author(s), institution(s) and external funders must be properly acknowledged (see section A.2.). Every site that contributes to the publication must be acknowledged.
- 4.2 INDEPTH member sites have the latitude to word their acknowledgements as they like.
- 4.3 Authors or editors who make use of part sponsorship by an external or separate grant while writing on behalf of the Network must check with sponsors about whether they want their support acknowledged and follow the sponsors wishes. The wording and place of any acknowledgements must be approved by the Executive Director of the Network. Such acknowledgements may not allude to part ownership of the publication by the external organization, unless the organization has signed a co-ownership agreement with the Network as stated in A.1.b.

5. Data

- 5.1 The data collected by the INDEPTH Network from individual member sites and made available to authors / editors for analysis are the property of the individual member sites and remain so; they can be used only for the purpose of cross-site comparative analysis.

- 5.2 INDEPTH member sites agree that the Secretariat may use its discretion on choice of data analysts but only for purposes for which the data were originally requested.
- 5.3 All further expansion of the scope of the analysis should be submitted to the sites for their written approval and expression of interest for their data to be included.
- 5.4 Author(s) / Editor(s) shall sign a memorandum of confidentiality with the Network. (See Appendix)
- 5.5 All data from INDEPTH member sites given to author(s) / editor(s) for analysis may not be passed on to a third party without the written approval of the Executive Director and participating sites.
- 5.6 Authors / Editors must cease to use the data once the articles or books have been published.

6. Timelines for the writing process

INDEPTH and the author(s) / editor(s) shall agree in writing on concrete timelines for completion of the stages of analysis and writing and for the submission of drafts and final manuscripts. The author(s) / editors shall be obliged to meet such deadlines. In the event that a deadline cannot be met, the author(s) / editor(s) shall re-negotiate the timeline.

7. Publishers

- 7.1 INDEPTH may consider the option of publishing on its own.
- 7.2 If external publishers are contracted, INDEPTH shall enter into agreement with them.
- 7.3 International academic publishers with a reputation for global distribution shall be preferred.
- 7.4 INDEPTH will seek different co-publishers for different focuses of its publications.
- 7.5 INDEPTH shall negotiate with publishers to price its books reasonably so that they can be affordable in developing countries. In the event that a publisher cannot offer a price that is considered reasonable for developing countries, INDEPTH shall negotiate with the publisher to offer specially reduced prices for developing countries.

8. Costs

- 8.1 INDEPTH shall cover the costs for economy travel and full boarding and lodging for meetings organized to discuss publication proposals, review manuscripts, edit, etc.

- 8.2 INDEPTH Working Groups and established editorial groups shall advise the Secretariat on the necessity to hold meetings. On the approval of the Executive Director, the Secretariat shall facilitate the meeting.
- 8.3 The INDEPTH Secretariat may decline to facilitate a meeting if it is not convinced of its potential output.
- 8.4 No health or accident insurance is covered by INDEPTH for participants at INDEPTH meetings/workshops, except for staff of the INDEPTH Secretariat. Participants invited to INDEPTH meetings/workshops should contact their own institutions for health/accident/travel insurance coverage.

9. Remuneration of Authors / Editors

- 9.1 INDEPTH shall *pay a honourarium* to authors / editors and support meetings as outlined above.

10. Citation

10.1 For edited volumes:

A, B and C (eds.) "Health Equity at INDEPTH Sites." Accra: INDEPTH Network; 2003.

10.2 For unedited volumes

A, B and C. "Model Life Tables for Africa and Asia." Accra: INDEPTH Network; 2003.

10.3 For authors in an edited volume

X, Y and Z (2003). Verbal Autopsy at the Nouna DSS. In A,B and C (eds.) "Cause-Specific Mortality at INDEPTH Sites." Accra: INDEPTH Network.