



**MZUMBE UNIVERSITY
(CHUO KIKUU MZUMBE)**

INTELLECTUAL PROPERTY POLICY

*Approved by the University Council's 123rd meeting
held on the 9th day of June, 2022*

Foreword

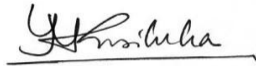
Mzumbe University is a public University that offers higher learning education in Tanzania. It is a place for learning and discovery of new knowledge for public use. The University stands on a key pillar of its vision to be recognised as a leading institution in Africa for demand driven, knowledge generation, application, preservation and dissemination for socio-economic development by 2025.

In furtherance of its Vision and Mission, the University's employees, students, visiting scientists and researchers develop inventions, discoveries, copyrightable material and new knowledge that constitute the intellectual property. The University seeks to promote the application of such Intellectual Property for the benefit of the society while enhancing the capacity of the University to achieve its vision and mission and protect the interests of the University, its employees, students and relevant partners.

Further, Science, Technology and Innovations are key for a sustainable economy. The use of Science, Technology and Innovation in social and economic activities supports the development of the industrial economy. The University understands that when researchers, innovators and inventors exploit fully the advantages accrued from science, technology and innovations, such exploitations will increase not only employment opportunities, but also contribute to the income of the University in particular and the country at large through commercialization of various Intellectual Property (IP).

This Policy is intended to provide a framework that will guide the ownership, protection and commercial exploitation (IP) created by researchers, innovators and inventors in the course of their undertakings at, or, in collaboration with Mzumbe University. The policy further sets a framework for cooperation between Mzumbe University and the industry and business organizations as well as equitable sharing of economic benefits arising from the commercialization of IP. It is anticipated that, the operationalization

of this Policy at the University shall form the basis for realisation of the benefits accrued from protected researches, innovations and inventions by Mzumbe University and other relevant partners.

A handwritten signature in black ink, appearing to read 'L. Kusiluka', written over a horizontal line.

Prof. Lughano J.M. Kusiluka
Vice Chancellor

List of Acronyms

BASATA	Baraza la Sanaa la Taifa
BRELA	Business Registration and Licensing Agency
COSOTA	Copyright Society of Tanzania
COSTECH	Commission for Science and Technology
DQA	Directorate of Quality Assurance
DVC-ARC	Deputy Vice Chancellor- Academic, Research and Consultancy
DRPS	Directorate of Research, Publications and Postgraduate Studies
FCC	Fair Competition Commission
IDM	Institute of Development Management
IP	Intellectual Property
IPC	Intellectual Property Coordinator
IPO	Intellectual Property Office
MOEST	Ministry of Education, Science and Technology
MU	Mzumbe University
MURIP	Mzumbe University Research and Innovation Policy
R&D	Research and Development
VC	Vice Chancellor

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1. Introduction

Mzumbe University (MU) is a public University which is run by the Government of the United Republic of Tanzania under the Ministry of Education, Science and Technology (MOEST). The core functions of MU are teaching, research, consultancy and outreach services. As a training institution, Mzumbe University started in 1953 as a Local Government School for training chiefs, native authority staff and councillors. In 1972, it was transformed into the Institute of Development Management (IDM) - Mzumbe and, later in 2001, into a fully-fledged University following the enactment of the Mzumbe University Act, 2001, Act No. 21 of 2001. The Act was repealed by the Universities Act, 2005, Act No. 7 of 2005 through which Mzumbe University was granted its Charter in 2007.

Mzumbe University aims to be a centre of excellence in training, research, consultancy and outreach services in management and allied sciences for socioeconomic development of the people by 2025. To achieve the vision, the University embarks on its mission, which is to provide opportunities for acquisition, development, preservation and dissemination of knowledge and skills through training, research, technical and professional services. The University's core values are accountability, creativity and innovativeness, diligence, integrity, professionalism, respect for others, responsiveness to society needs, transparency, and teamwork.

Currently, MU has three campuses, namely, the Main Campus located at Mzumbe area in Morogoro Region, Dar es Salaam Campus College located at Upanga area in Dar es Salaam City and Mbeya Campus College located at Forest area in Mbeya City, a few metres off the Dar es Salaam – Lusaka Highway.

Mzumbe University recognizes the need for encouraging the practical application and economic use of the results of research, innovations and inventions made at the University for the benefit of the public. Therefore, this Policy is intended to provide a framework that will guide the ownership, protection and commercial exploitation (IP) created by researchers, innovators and inventors in the course of their undertakings at, or, in collaboration with Mzumbe University. The policy further sets a

framework for cooperation between Mzumbe University and the industry and business organizations. It provides a guide on sharing of economic benefits arising from the commercialization of IP. The policy shall be read and applied in line with the National Research Integrity Framework of Tanzania, 2020; MU Research and Innovation Policy, 2020 (MURIP); the Copyrights and Neighbouring Rights Act, Cap. 218 R.E 2019; the Patent (Registration) Act, Cap. 217 R.E 2019; the Trade and Service Marks Act, Cap. 326 R.E 2019; and other relevant laws that govern IP.

2. Definitions of Terms

For the purposes of this Policy, these terms and concepts shall have the following meanings:

Assignment: Transfer of title and IP rights in writing to the assignee such that the assignee is thereby vested with the right of ownership and other rights accruing thereof.

Assignee: a person to whom a right or liability is legally transferred need to be defined

Commercialization: Any form of exploitation of the IP for commercial purposes including assignment, licensing or the disposal of any other interests, whether in return for cash or payment in kind or any other form of value.

Commissioned works: Works produced under a commission arrangement where the inventor functions as an independent contractor in producing the work, as distinct from an employee relationship.

Collaborative innovation: A new method, idea, a process, and a product in which multiple players contributed towards its creation.

Copyright: A collection of exclusive rights legally vested to a person after creating an original work.

Copyrighted works: Literary, scientific and art works, including academic publications, scholarly books, articles, lectures, musical compositions, films, presentations and other materials or works

other than software, which qualify for protection under the copyright law.

Course materials: All materials produced in the course of; or for use in teaching in any form including digital, print, video and visual material and all Intellectual Property in such materials and shall include lectures, lecture notes and materials, study guides, images, multi-media presentations, web content and course software.

Creative commons: A non-profit organisation which is committed to facilitating 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.

Intellectual Property: All subject matter capable of being protected by patents, copyright, design, database rights, topography rights, trade mark, plant breeders' rights know how and all other intellectual or industrial property rights in each case whether registered or unregistered.

Intellectual Property Rights: Ownership and associated rights relating to Intellectual Property.

Inventor: Researcher who contributed to the creation of the Intellectual Property.

Innovation: Process by which a product, or a service is created, discovered, or renewed and brought up to date by applying new processes, introducing new techniques, or establishing successful ideas to create new value.

License: Permission to use an Intellectual Property right. It may be exclusive or non-exclusive.

Mzambe University resources: Any form of funds, facilities or resources, including equipment, consumables and human resources provided by Mzambe University either in a direct or an indirect way.

Patent: Exclusive rights to commercially exploit the invention for the life of the patent. This is given for a product or idea that can be

manufactured. A patent is granted for any device, substance, method, or process which is new, inventive or useful.

Public Domain: Works that are not covered by intellectual property rights at all, either because the rights have expired or the rights have been forfeited; and as such are held by the public at large and are available for anybody to use freely and without reference to the original creator or permission from a third party.

Relevant Partner: Any person who has directly or indirectly contributed in the creation of IP in collaboration or by working with Mzumbe University, and, it shall include students, part time lecturers, collaborative foreign and domestic institutions and any person other than an employee of Mzumbe University who by written agreement has taken part in research, innovation and invention whose output is the subject of the IP.

Research Agreement: Research Service Agreement, Cooperative Research and Development Agreement, Material Transfer Agreement, Confidentiality Agreement, Consultancy Agreement and any other type of agreement concerning research pursued by researchers and/or Intellectual Property created at Mzumbe University.

Researcher:

- i) Person employed by Mzumbe University, including students and employees.
- ii) Students admitted and registered as undergraduate or postgraduate students in any academic programme of Mzumbe University at the material time.
- iii) Any person including relevant partners who use Mzumbe University resources and perform any research task or otherwise participate in any research project administered by the University, including those funded by external sponsors.

Significant use of resources: Contribution by Mzumbe University of at least 35% of total resources invested in the creation of the IP that shall entitle Mzumbe University to claim for IP rights in relation to the creation of the IP in question.

Spin-off: Company established for the purpose of exploiting Intellectual Property originating from Mzumbe University.

Student: Any person admitted and registered as undergraduate or postgraduate student in any academic programme of Mzumbe University at the material time.

Trade mark: Distinctive mark or sign, be it a name, signature, drawing, or anything of authenticity, through which the products of particular manufacturer(s) or the vendible commodities of particular merchant(s) may be distinguished from those of others.

Service mark: Word, phrase, symbol and or design including brand names, slogans, and logo that identifies and distinguishes the source of a service rather than goods.

University: Mzumbe University.

Visiting Researcher: An individual including academic visitors, individuals with honorary appointments in Mzumbe University and emeritus staff having an association with Mzumbe University without being either an employee or a student.

3. Rationale of the Policy

In furtherance of its Vision and Mission, the University's researchers and relevant partners innovate, develop inventions, discoveries, copyrightable material and new knowledge that constitute IP. The University seeks to promote the application of such IP for the benefit of the society while enhancing the capacity of the University to achieve its vision and mission and protect the interests of the University, its employees, students and relevant partners. The IP Policy will help the University to achieve its vision and mission by providing a framework that will govern the ownership, disposition, use and commercialization of the University research outputs, innovations, inventions and discoveries.

In particular, the University acknowledges the role that research plays in socio-economic development. Whereas IP may be generated from numerous sources, research constitutes the major source of Intellectual Property creation in academic institutions.

Research offers solutions to problems that face the public. This policy will therefore enable the University to generate more funds through collaborative research and innovations and enhance the link between the University and the industry in a view to achieving not only the university vision and mission, but also the Tanzania Development Vision 2025.

There are limited researches, innovations and inventions that the University has made in liaison with the industry and that have a bearing to the industrial application. In most cases, the University has been concentrating on teaching and writing scholarly publications which have not been widely disseminated to the industry and the public. Besides, the University has many collaborations with other institutions within and outside Tanzania. Notwithstanding the fact that most of these collaborations are more based on teaching than conducting scientific researches, there have been some collaborative researches conducted with recommendable IP outputs in terms of innovations and inventions dissemination and commercialisation. Nonetheless, the commercialisation and sharing of commercial benefits of IP in the few researches that have been conducted between the University and relevant partners is yet to be well defined. This policy will therefore offer a framework that will enable and motivate the University, researchers, innovators, inventors and relevant partners to focus on research, collaborations and industrial innovations.

4. Policy Objectives

The objectives of this Policy are:

- i) To provide a framework for the identification and recognition of IP within Mzumbe University and promote an entrepreneurial culture among researchers that will foster the development of potentially commercial IP arising from their research, innovations and inventions;
- ii) To create awareness about the socio-economic and cultural benefits of IP among the Mzumbe University community.

- iii) To set out the environment that would promote, encourage and aid scientific investigation and research by Mzumbe University staff, students and relevant partners;
- iv) To provide criteria that will enhance legal certainty in research activities and technology-based relationships with relevant partners;
- v) To provide procedures on identification, recording and monitoring the ownership, protection and commercialization of intellectual property.
- vi) To provide a guide for economic benefits sharing between Mzumbe University and relevant partners of the commercial benefits arising from the commercialization of collaborative IP;
- vii) To provide guideline that will facilitate the transfer of Mzumbe University's IP products accrued from the innovation activities and the dissemination of knowledge to a wider community.
- viii) To strengthen the reputation of Mzumbe University as a research institution by creating a good track record in innovation activities which will bring positive results for the entire community.

5. Policy Application and Commencement

This policy shall apply to Mzumbe University and its relevant partners. The policy shall come into force upon approval by the University Council or any such other date as shall be designated by the University Council to be the date of commencement.

6. Policy Statements, Issues and Strategies

6.1 Policy Statement

Creating awareness about the socio-economic and cultural benefits of IP among the MU community.

6.1.1 Policy Issue

For the MU community to benefit from its innovations, inventions and research outputs, there is a need for IP policy which will create awareness to them on the value of securing IP rights.

6.1.2 Strategies

- i. The Intellectual Property Office (IPO) shall provide an annual awareness raising program on IP rights for all stakeholders of the University through the use of university website, seminars, printed promotional materials, workshops and brief lectures by IP experts or by any other relevant means according to the material circumstances.
- ii. The IPO shall undertake a systematic awareness creation campaign among the MU academic community on the importance of protecting IP emanating from research, inventions and innovations.
- iii. The Senate shall ensure all academic units incorporate IP in research methodology courses. Also, Intellectual Property Law course shall be compulsory in all MU undergraduate programmes

6.2 Policy statement

Promoting, encouraging and aiding scientific investigation and research by MU staff, students and other relevant partners in line with **clauses 1.1, 3.2 and 3.4** of the MURIP.

6.2.1 Policy issue

Mzumbe University, like any other higher learning institutions, is mandated to undertake basic research as one of its core activities. Through various research activities, MU has produced, over the years, results in the form of technologies and other innovations some of which are patentable and copyrightable. Such innovations need to be registered and patented or copyrighted for possible commercial exploitation in order to promote, encourage and aid scientific investigation and research by MU staff, students and relevant partners.

6.2.2 Strategies

- i. The University through the IPO shall ensure that all researchers strictly adhere to the National research integrity and the Commission for Science and

- Technology (COSTECH) guidelines in conducting research.
- ii. The University through the IPO shall ensure all research projects, innovations and inventions are registered under relevant authorities responsible for IP registration.
 - iii. The University shall set a special research fund to support MU staff to undertake scientific research, innovations and inventions.

6.3 Policy Statement

Providing a framework for the identification and recognition of IP within MU and promotion of entrepreneurial culture among researchers that fosters the development of potentially commercial IP arising from their research, inventions and innovations in line with **clauses 3.2, 3.11 and 4.2** of the MURIP.

6.3.1 Policy Issue

Since its establishment, Mzumbe University staff and students have been involved in various activities that include research, innovations and inventions. However, there has been no IP policy to provide a framework for recognition, protection and commercialization of such outputs. As a result, the University, staff, students and other partners have not well benefited from the commercialization of their works. Therefore, there is a need to provide a framework which will guide the identification and recognition of IP within MU and promote research, innovations, inventions and entrepreneurial culture among the university staff, students and relevant partners.

6.3.2 Strategies

- i. The University shall establish an Intellectual Property Office (IPO) to be responsible for registration, coordination, monitoring, supervision and overall management of IP at Mzumbe University.
- ii. The IPO shall ensure all researches and research outputs, innovations and inventions are registered.
- iii. The IPO shall keep, maintain and update a register of IP portfolio.

6.4 Policy Statement

Providing criteria that will enhance legal certainty in research activities and technology-based relationships with relevant partners.

6.4.1 Policy Issue

The University has a number of collaborations with other institutions within and outside Tanzania. Nevertheless, the commercialisation of such collaborative outputs between the University and other institutions are not well defined. There is a need to have an IP policy which will provide criteria that will enhance legal certainty in research activities and technology-based relationships with relevant partners.

6.4.2 Strategies

- i. The IPO in liaison with the University legal officer shall ensure that all relevant partners of MU other than employees of MU sign research agreement to be bound by this IP policy in course of research and other collaborative activities with the University.
- ii. All MU staff who collaborate with other institutions in research or other projects shall obtain approval from the Vice Chancellor (VC) through the IPO in liaison with the University legal officer before commencement of any such collaborative research or project.
- iii. Before commencement of a collaborative research or project, all MU staff and relevant partners shall sign a commitment form signifying their readiness and willingness to be bound by this IP policy on ownership and sharing of commercial benefits arising from the collaborative research or project.

6.5 Policy Statement

Providing procedures on identification, recording and monitoring the ownership, protection and commercialization of intellectual property in line with **clauses 3.6, 3.7 and 3.8** of the National Research Integrity Framework and **clause 4.2** of the MURIP.

6.5.1 Policy Issue

There have been several joint innovations, inventions, researches and entrepreneurial activities among lecturers, students, lecturers and students, and relevant partners. However, there is no IP policy to provide clear procedures for the identification, recording and monitoring the ownership, protection and commercialization of IP. Therefore there is a need to have IP policy to provide procedures on identification, recording and monitoring the ownership, protection and commercialization of IP.

6.5.2 Strategies

There shall be the responsibilities of the University, researchers, inventors, innovators and relevant partners in ensuring smooth procedures on identification, recording and monitoring the ownership, protection and commercialization of IP.

a. Responsibilities of the University

The IPO in liaison with the University legal officer shall:

- i. Keep or maintain a register of all IPs owned by Mzumbe University.
- ii. Publish or advertise researches, innovations and inventions as it deems appropriate upon registration.
- iii. Assist researchers, innovators and inventors, to find partners or sponsors for further development of IP.
- iv. Negotiate, draft, and assist in management of all IP licensing or transfer or assignment/sale.
- v. Provide legal support and prepare necessary legal instruments as deemed desirable for all technology transfer activities and initiatives.
- vi. Manage all conflicts of interest between the University and relevant partners in accordance with this policy.
- vii. Monitor compliance with payment schedules and obligations related to the maintenance of registered IP.
- viii. Monitor exploitation/ commercialization of MU IPs

b. Responsibilities of researchers, innovator(s), inventors and relevant partners

The responsibility of researchers, innovators and inventors shall:

- i. Explicitly and timely disclose all research outputs, innovations and inventions and other IP to the IPO.
- ii. Abide with all commitments made in the agreement form, license and all laws and regulations related to collaborative researches, innovations and inventions between the government and private funded research.
- iii. Provide all necessary assistance needed to affect the process of transfer of technology.
- iv. Disclose any possible conflicts of interest related to commercialization of IP.
- v. Upon request, provide to the IPO assignments or other documents necessary to protect the University ownership of the IP rights.

6.6 Policy Statement

Providing guidance in economic benefits sharing arising from the commercialization of IP in line with **clause 2.1** of the MURIP.

6.6.1 Policy Issue

In order to motivate researchers, inventors, innovators and relevant partners to continue investing in research, innovations and inventions, there is a need to have IP policy which will provide guidance on the distribution of revenue accruing from their efforts equitably in accordance with individual inputs.

6.6.2 Strategies

- i. MU shall develop mechanisms for collection and sharing of revenues related to IP in line with this policy.
- ii. The University shall provide incentives to researchers, innovators and inventor(s) by distributing revenue generated from the commercialization of the IP.
- iii. The division of income derived from IP shall be as follows:

S/No.	Rate	Beneficiary	Remarks
1.	70%	Researcher/Innovator/Inventor	Personal income
2.	20%	Department. School/Faculty/Institute	R&D capacity development
3.	10%	Intellectual Management Office	Property R&D capacity development

6.7 Policy Statement

Providing guideline that can facilitate the transfer of MU IP products accrued from the innovation activities and the dissemination of knowledge to a wider community in line with **clause 3.3** of the MURIP.

6.7.1 Policy Issue

Notwithstanding the presence of various IP products, MU has no IP policy which may be used to facilitate the transfer of MU's IP products accrued from the innovation activities and the dissemination of knowledge to a wider community. Therefore there is a need to have IP policy which will cater for the same.

6.7.2 Strategies

- i. The IPO shall develop guidelines for co-ownership and transfer of MU IP products accrued from the innovation activities and the dissemination of knowledge to a wider community.
- ii. The IPO in liaison with the University legal officer shall develop guidelines for transfer of ownership and rights in IP among relevant partners and for release of IP for public use.

6.8 Policy Statement

Strengthening the reputation of MU as a research institution by creating good track records in innovation activities which will bring positive results for the entire community.

6.8.1 Policy Issue

In the absence of IP policy, it is not feasible to recognize innovations, inventions and research outputs that can be used to brand the University. Besides, ownership rights and benefits from people's works are not protected since there is no framework to address ownership and copyright issues. This affects the branding and reputation of the University.

6.8.2 Strategies

- i. The University Council shall establish an Intellectual Property Office (IPO) to be responsible for registration, coordination, monitoring, supervision and overall management of IP at Mzumbe University in line with strategy number **5.3.2 (i)** above.
- ii. The IPO shall conduct regular trainings to MU staff and relevant partners on IP.
- iii. Organize regular dissemination events to the IPs that have been developed or commercialized by MU researchers, innovators and inventors.
- iv. MU shall require all researchers, innovators and inventors to observe this policy, national policies, international and domestic laws relating to IP.

7. Management of Intellectual Property Policy

This policy shall be under the custody of the Deputy Vice Chancellor responsible for academic affairs (DVC-A) and shall be implemented under the office of the DRPS. It shall be implemented in line with **Clause 3.11** of the Mzumbe University Research and Innovation Policy 2020. Specifically, the DVC-A in liaison with relevant authorities under him shall:

- i. Establish an Intellectual Property Office (IPO) headed by an Intellectual Property Coordinator (IPC) appointed by the DVC-A.

The Intellectual Property Office shall:

- a. Undertake all the responsibilities assigned to him in the implementation of this policy as outlined in the strategies for archiving all policy issues described in this policy under Clause 6 and Clause 7.
 - b. Encouraging staff and students in developing research projects that promote innovations.
 - c. Ensuring all the innovation and research works conducted by the University staff, students and relevant partners comply with National Research Integrity Framework of Tanzania, 2020; MU Research and Innovation Policy, 2020 (MURIP); the Copyrights and Neighbouring Rights Act, Cap. 218 R.E 2019; the Patent (Registration) Act, Cap. 217 R.E 2019; the Trade and Service Marks Act, Cap. 326 R.E 2019; and other relevant laws that govern IP.
 - d. Promoting the utilization of IP information in research and innovation at the University.
 - e. Strive to implement this policy in good faith for mutual benefits between the University at one end, and the researchers, innovators, inventors and relevant partners at the other end.
 - f. Linking the MU with other IP regulators such as COSOTA, BRELA, FCC, BASATA and COSTECH.
- ii. Establish an Intellectual Property Committee as a technical committee whose roles shall be to:
- a. Evaluate IP disclosures and recommend the best mechanism for protection.
 - b. Offer guidance on the extent to which MU will support the development of an IP;
 - c. Recommend the conditions under which the University may relinquish its IP rights;
 - d. Facilitate the mediation of disputes concerning IP;
 - e. Issue an annual report on its activities;

- f. Receives disclosures of inventions and copyrightable materials from faculty, staff, and students
- g. Recommends the percentage of income sharing with an inventor or an author.
- h. Recommends whether or not inventions and copyrightable material(s) should be marketed.
- i. Perform other functions as required for the development of the University's intellectual property.

8. Dispute Resolutions and Appeals

In case of any dispute arising from the implementation of this policy, it shall be resolved amicably outside the court as outlined hereunder:

- i. Any dispute arising from the implementation of this Policy shall be resolved basing on this Policy; the Copyrights and Neighbouring Rights Act, Cap. 218 R.E 2019; the Patent (Registration) Act, Cap. 217 R.E 2019; the Trade and Service Marks Act, Cap. 326 R.E 2019; and other relevant IP laws.
- ii. All disputes arising from the implementation of this policy shall be submitted to the IPO in form of written complaint.
- iii. The complaint shall disclose all the necessary facts constituting the dispute.
- iv. The dispute submitted for the first time shall be dealt with by the IPO in consultation with the University legal officer within thirty (30) days from the date of its registration.
- v. The IPO shall adhere to the law including the principles of natural justice in dealing with the dispute.
- vi. In case the dispute remains unresolved, parties shall refer the matter to an arbitrator.
- vii. The arbitrator shall deal with the matter referred to him in accordance with the law governing commercial arbitration in Tanzania.

9. Policy Review

In the event that any statement in the policy provision is out-dated or a need to introduce new policy statements arises as a result of the changing University environment, or market forces, or any

other pertinent reason, the IP Policy shall be reviewed and amended on demand to suit the environment. It is the DRPS responsibility to initiate the review on regular basis and update the entire policy or its provisions where necessary.

10. Appendices

The forms and templates of agreements for the implementation of this policy shall be prescribed from time to time by the IPO.

INTELLECTUAL PROPERTY DISCLOSURE FORM

Please use this form for all types of IP (Patent, Copyright, Design, Marks, even know-how)

Title: _____

SECTION - I (ADMINISTRATIVE & TECHNICAL DETAILS)

1. Please list inventor(s) who have contributed in the main inventive step of the invention. (For purposes of this form, Inventor is a person who has actually participated in the inventive step. In case a person has worked under instructions of any other person, then he/she is not an inventor for the purpose of patent).
 - a) Name: _____
 - b) Email: _____
 - c) Contact address: _____
 - d) Mobile Number: _____

Note that: Students should provide their permanent (personal) e-mail ID.

2. What is the area of the invention?
3. What is the problem in the area?
4. What is the objective of your invention?
5. What is the Novelty (i.e. new feature proposed it should not have been disclosed or published in any document available to public anywhere in the world please note that grant of patent is territorial but novelty is assessed worldwide)?
6. What is the inventive step, How the Novelty is achieved?
7. Describe the invention in details for technical evaluation. Please use additional sheets for drawing, photographs and other materials that help to illustrate the description.

8. What is the utility (advantages) of the present invention over comparable inventors available in literature including patents?
9. Has the invention been tested experimentally (proof-of-concept/Prototype)? (If yes, please add the details)
10. Can you think of applications of your invention?

Name: _____

Signature: _____

SECTION - II (IPR Ownership)

1. Was the intellectual property created with the use of funds or facilities of Mzumbe University wholly or partly?
2. Notwithstanding the answer in (1) above, please describe the source of funding for the invention (Name of the funding agency and copy of agreement, letter of intent if any, must be enclosed with this form).
3. What is the source of Salary/Remuneration of inventor/Co-inventor?
4. Have you presented part or whole of this invention in any conference, seminar, etc. if yes, please give details?
5. Have you published full/part of this invention, if yes, please give copy of publications?
6. Was the intellectual property created in the course of or pursuant to a sponsored, collaborative agreement or a consultancy research agreement with Mzumbe University? If yes, please enclose a copy of respective agreement.
7. Was the intellectual property created as a part of academic research leading towards a degree or otherwise?
8. **REVENUE SHARING AMONG INVENTORS:**
Please disclose the extent of contribution of each inventor in the invention in percentage terms for revenue sharing.

NAME OF THE INVENTOR % SHARE

*** SIGNATURE ***

(If this column is not filled then it will be assumed that all inventor(s) have equal contribution, however still all inventor(s) have to sign it).

SECTION - III (Commercialization)

1. How long you will be in the campus? (Especially for students)
2. Do you have long-term interest in commercializing your invention?
3. In case a company intends to commercialize the invention, how can you help them? (Select from the options)
 - a) I/We cannot help them much other than written description available;
 - b) I/We can help them on short-term basis with details required for making a product, like helping them with equipment, etc (over phone/e-mail)
 - c) I/We help them on long-term basis including visit to help them;
4. Give brief description to aid commercialization if available
 - a) Input (Financial) required taking it to best stage.
 - b) Break even capacity.
 - c) Can you identify possible end-users?
 - d) Economic viability.
5. Who are the Target companies, both in Tanzania or abroad?
6. Please give specific list of companies and contact details of concerned person who can be contacted for initiating Technology Licensing.
Name of Company: _____
Name of the contact person: _____
Contact Mobile Number: _____
7. In your opinion which of the three best describes the current stage of development of the invention as it relates to its marketability:
 - a) Embryonic (needs substantial work to bring market)
 - b) Partially developed (could be brought to market with significant investment)
 - c) Off-the-shelf (could be brought to market with nominal investment)

Name: _____

Signature: _____

Date: _____

(All Inventor(s) must fill this part with their names, signature and date)

INTELLECTUAL PROPERTY LICENSE AGREEMENT

This Agreement is effective as of _____ day of _____ year _____ by and between Mzumbe University, with a place of business in Morogoro, Tanzania (hereinafter to be referred to as “MU”) and _____ (hereinafter to be referred to as “Licensee”).

WHEREAS, MU is a well-known higher learning institution that provides education services, including through teaching, research, consultancy and outreach services and publication of various journals, books and similar academic, scientific and innovative works;

WHEREAS, MU owns numerous registered and unregistered trademarks, service marks and logos including, without limitation, “MU” “Mzumbe University,” “Mzumbe University-Mbeya Campus College,” and “Mzumbe University-Dar es Salaam Campus College,” the titles of publications, as well as copyrights in those publications and materials (collectively, “MU’s Intellectual Property”); and

WHEREAS, MU has accepted Licensee to become a Chapter/Associate of the MU and Licensee wishes to obtain a license to use MU’s Intellectual Property in connection with its activities as a Chapter/Associate.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1) GRANT OF LICENSE.

MU grants a non-exclusive, non-transferable license to Licensee to use MU’s Intellectual Property in Tanzania for Licensee’s activities as a Chapter/Associate of MU. All use of MU’s Intellectual Property, including MU’s registered and unregistered trademarks, service marks and logos, shall inure

exclusively to the benefit of MU. Licensee shall not sublicense the rights granted herein or otherwise approve the use of MU's Intellectual Property by any person.

2) OWNERSHIP OF INTELLECTUAL PROPERTY.

Licensee acknowledges that MU is the exclusive owner of all right, title and interest to MU's Intellectual Property, including registered and unregistered trademarks, service marks and logos for MU and all its branches established in accordance with the law governing MU activities. At no time, either during this Agreement or at any time thereafter, shall Licensee challenge, or cause to be challenged, MU's exclusive ownership of all rights, title and interest to MU's Intellectual Property or MU's (or its licensee's) use or attempted registration of MU's Intellectual Property anywhere in the world.

3) NO APPLICATIONS OR REGISTRATIONS.

At no time, either during this Agreement or at any time thereafter, shall Licensee apply for or cause to be applied for a trademark, service mark, logo, or copyright that is identical or similar to MU's trademarks, service marks, logos or copyrights.

4) USE OF MU'S INTELLECTUAL PROPERTY.

- a) Licensee's use of MU's Intellectual Property must conform to MU's requirements, including as those requirements may change from time to time. At MU's request, Licensee shall promptly submit representative samples of materials bearing MU's Intellectual Property. If the samples do not meet MU's requirements, MU shall notify Licensee and specify the reasons the materials are unacceptable. Licensee shall not distribute materials bearing MU's Intellectual Property that do not meet MU's approval.
- b) Licensee shall use MU's mark at all times when referring to any action taken by Licensee or Licensee's members relating to Licensee. When using MU's mark, Licensee shall not emphasize, highlight or otherwise do anything that

will set apart the MU's mark from the rest of the mark. Licensee's members shall indemnify the MU for all expenses incurred by the MU with respect to any claims or actions by any third-party regarding conduct outside the scope of this Agreement.

- c) At no time during this Agreement or at any time thereafter shall Licensee use the mark or any MU Intellectual Property in a manner that causes MU to be taxable without prior approval of MU.

5) TERM AND TERMINATION.

This Agreement shall commence as of the Effective Date and remain in effect provided that neither MU nor Licensee terminate it. MU may terminate this Agreement with or without cause at any time. Immediately upon termination of this Agreement for any reason, Licensee shall permanently cease all use of MU's Intellectual Property, including MU's trademarks, service marks, logos or titles and engaging in the use of any trademark, service mark, logo or title that is similar to MU's Intellectual Property or that is likely to cause the public to believe that Licensee is still a Chapter/Associate of MU or is connected with MU.

6) CHOICE OF LAW AND FORUM SELECTION.

This Agreement shall be construed by the laws of the United Republic of Tanzania, without giving effect to principles of conflicts of laws thereof. Any dispute arising out of, related to or concerning this Agreement shall be filed in a competent court within the United Republic of Tanzania. Both parties' consent to personal jurisdiction and venue in Morogoro, Tanzania for purposes of such a suit.

7) REMEDIES.

Licensee acknowledges that MU's Intellectual Property is enormously valuable to MU and that Licensee's continued use of MU's Intellectual Property after the termination of this Agreement will cause substantial and irreparable injury to MU. Licensee acknowledges and agrees that MU shall be entitled

to automatic emergency injunctive relief from a court for specific performance of this Agreement and a violation of the trademark laws if Licensee (or its members) continue to use (or seek to register) MU's Intellectual Property or similar intellectual property following the termination of this Agreement or otherwise create the impression that they are still connected with MU. If MU commences legal action to stop the use of MU's Intellectual Property by Licensee or Licensee's members, MU shall be entitled to an automatic award of its reasonable costs and attorney's fees in addition to any other legal and equitable relief to which it may be entitled if it prevails in such action.

8) COMPLETE AGREEMENT.

This Agreement constitutes the entire agreement between the parties with respect to Licensee's licensed use of MU's Intellectual Property, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter between the parties.

IN WITNESS WHEREOF, the parties have executed this agreement at.....as of the latest date indicated below.

Signature.....
Name:.....
Date:.....

Signature.....
Name:.....
Date:.....

MU LICENSEE

Witnessed by;

Name:.....
Designation:.....
Signature:.....
Date:.....

NON-DISCLOSURE AND INTELLECTUAL PROPERTY RIGHTS AGREEMENT

This Agreement is between _____
(hereinafter to be referred to as "OWNER");
and

_____ an individual residing at

(hereinafter to be referred to as "RECIPIENT").

WHEREAS, OWNER has developed through substantial effort, research, time, and expense certain inventions, design concepts, methodologies, technical know-how, copyrightable material and trade secrets directed and related to _____ (hereinafter to be referred to as "INFORMATION");

WHEREAS, OWNER desires to disclose the INFORMATION on a confidential basis to RECIPIENT solely for the purposes of evaluating the INFORMATION for possible future business arrangements;

and

WHEREAS, OWNER wishes to maintain the confidentiality of the INFORMATION and the protection of OWNER'S intellectual property rights.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. CONFIDENTIAL INFORMATION

- a) OWNER agrees to disclose INFORMATION to RECIPIENT to facilitate possible future business dealings between the parties.
- b) RECIPIENT agrees to receive such INFORMATION and to refrain from copying, disclosing, using, selling, or offering for sale any and all of said INFORMATION, other than at the request of OWNER, with the exceptions as provided in paragraph (c) herein. RECIPIENT agrees to keep confidential and refrain from disclosing any and all of the INFORMATION, and to take all necessary and reasonable

steps to prevent unauthorized disclosure or use of any and all of the INFORMATION.

- c) Notwithstanding paragraph (b), RECIPIENT shall not be liable for disclosure or use of INFORMATION only if, and only to the extent that, said INFORMATION was in the public domain at the time it was disclosed by OWNER, or was known to and recorded in writing by RECIPIENT prior to the time of disclosure by OWNER, or is received from a third party or passes into the public domain without breach of this Agreement. With respect to any INFORMATION known by RECIPIENT prior to the time of disclosure by OWNER that RECIPIENT believes to constitute the INFORMATION, or any portion thereof, RECIPIENT shall disclose to OWNER an adequate written description of the INFORMATION within fourteen (14) days of the disclosure by OWNER.
- d) This is not an offer for sale or license. No right or license is granted by OWNER to RECIPIENT in connection with the technical information or inventions disclosed under this agreement. All documents or materials constituting the INFORMATION and all reproductions thereof shall at all times remain the sole property of OWNER and shall promptly be returned by RECIPIENT upon request.
- e) This Agreement shall remain in force in spite of disclosure of the INFORMATION by OWNER in the form of patent applications, copyright applications, or other disclosures by OWNER.

II. RESTRICTIONS

- a) Except for the express written consent of OWNER, RECIPIENT agrees:
 - i. Not to use or disclose to another person or entity any confidential information of OWNER;
 - ii. Not to make, or cause to be made, any copies, facsimiles or other reproductions including data files of any documents containing confidential information of OWNER; and

- iii. To use all other reasonable means to maintain the secrecy and confidentiality of the confidential information of OWNER.
- b) RECIPIENT further agrees, at the request of OWNER:
 - i. To immediately return to OWNER all of the items in the possession of RECIPIENT which relate to or which disclose in whole or in part any confidential information of OWNER; and
 - ii. To refrain from using or disclosing to any other person or entity any confidential information of OWNER.

III. INTELLECTUAL PROPERTY

a) Title and Copyright Assignment

- i. All products and results of RECIPIENT'S services rendered hereunder (the "Work") are works made for hire. RECIPIENT acknowledges and agree that the Work (and all rights therein, including, without limitation, copyrights) belongs to and shall be the sole and exclusive property of OWNER.
- ii. Notwithstanding the foregoing, RECIPIENT also hereby assigns and transfers to OWNER, its successors and assigns, the entire right, title, and interest in and to all copyrights in the Work; all registrations and copyright applications relating thereto and all renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights; and all rights corresponding to the foregoing throughout the world.
- iii. If the Work is one to which the provisions of the Copyright law in force in Tanzania apply, RECIPIENT hereby waives and appoints OWNER to assert on RECIPIENT'S behalf RECIPIENT'S moral rights or any

equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the Work, in any medium, for OWNER'S purposes.

- iv. RECIPIENT agrees to execute all papers and to perform such other proper acts as OWNER may deem necessary to secure for OWNER or its designee the rights herein assigned.

b) Patent Assignment

- i. RECIPIENT may invent new, original, and ornamental or useful inventions in the course of or related to RECIPIENT'S business relationship with OWNER ("the Inventions").
- ii. RECIPIENT hereby assigns and/or transfers to OWNER, its successors or assigns, the entire right, title, and interest in and to said Inventions, and any patent and patent applications deriving therefrom for any such invention in the United Republic of Tanzania and throughout the world, including the right to file foreign applications directly in the name of OWNER and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise; and to cooperate with OWNER as may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing said patent or patent applications in the United States and throughout the world for said Inventions, and for perfecting, recording, or maintaining any such title in OWNER.
- iii. Notwithstanding the above, RECIPIENT shall not assign and/or transfer any invention for which no confidential information of OWNER was used, unless the invention results from any work performed by RECIPIENT for OWNER.

c) Ownership of Trademarks

RECIPIENT hereby acknowledges that OWNER shall retain all right, title, and interest in all trademarks, trade dress, and good will that results from the INFORMATION or any use or offer to sell thereof.

IV. COVENANT NOT TO SUE

RECIPIENT shall not institute any action or suit at law or in equity against OWNER, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action arising out of the INFORMATION or any INTELLECTUAL PROPERTY thereof, including but not limited to, claim, demand, action, or cause of action for invalidating any INTELLECTUAL PROPERTY of OWNER.

V. DAMAGES AND SPECIFIC PERFORMANCE

RECIPIENT agrees that should RECIPIENT breach any of the promises contained in this Agreement that OWNER would suffer irreparable harm and OWNER would be without adequate remedy at law and that OWNER may obtain injunctive relief, including specific performance of the Agreement, as well as monetary award for damages suffered by OWNER for RECIPIENT'S breach of this Agreement.

VI. NO WAIVER

Failure at any time to require performance of any of the provisions herein shall not waive or diminish a party's right thereafter to demand compliance therewith or with any other provision. Waiver of any default shall not waive any other default. A party shall not be deemed to have waived any rights hereunder unless such waiver is in writing and signed by a duly authorized officer of the party making such waiver.

VII. SEVERABILITY

Should a court of competent jurisdiction find that any portion of this Agreement is invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the parties shall use reasonable efforts to substitute a valid, legal, and enforceable provision that implements purposes of the provision so held invalid, illegal, or unenforceable to any extent permissible under the law.

VIII. MERGER/MODIFICATION IN WRITING

RECIPIENT agrees that this Agreement shall supersede all prior agreements and shall not be modified by either party except in writing and by agreement between both parties. Notwithstanding this paragraph, RECIPIENT shall honor all prior obligations concerning confidentiality of OWNER'S confidential INFORMATION.

IX. CHOICE OF LAW

This Agreement shall be construed by the laws of the United Republic of Tanzania, without giving effect to principles of conflicts of laws thereof. Any dispute arising out of, related to or concerning this Agreement shall be filed in a competent court within the United Republic of Tanzania. Both parties consent to personal jurisdiction and venue in Morogoro, Tanzania for purposes of such a suit.

IN WITNESS WHEREOF, the parties have executed this agreement at.....as of the latest date indicated below.

Signature..... Signature.....
Name:.....Name:.....
Date:..... Date:.....

OWNER RECIPIENT

Witnessed by;

Name:.....

Designation:.....

Date:.....

MATERIAL TRANSFER AGREEMENT

THIS MATERIAL TRANSFER AGREEMENT (hereinafter to be referred to as “Agreement”) is made as of the _____ day of _____ 20_____ by and between;

Mzumbe University of P.O.Box 1, Mzumbe, Morogoro-Tanzania
(hereinafter referred to as the “Provider”);

And

_____ of
P.O.Box _____
(hereinafter referred to as the “Recipient”);
(hereinafter collectively referred to as the “Parties” and individually as a “Party”).

WHEREAS:

- (a) The Recipient Scientist (as defined below) is conducting research for the Recipient, in connection with the Research Project and desires to obtain samples of the Material from the Provider (as defined below) solely for use in the Research Project; and
- (b) The Recipient agrees to accept the Material from the Provider for the Recipient Scientist to use in the Research Project under the terms and conditions prescribed hereunder.

THEREFORE, the Parties do hereby agree as follows:

1. DEFINITIONS

1.1. In this Agreement and in the Schedules to this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings;

“Commercial Purposes” means the sale, lease, license, or other transfer of the Material or Modifications to a for-profit organisation. Commercial Purposes shall also include uses of the Material or Modifications by any organisation, including the Recipient, to perform contract

research, to screen compound libraries, to produce or manufacture products for general sale, or to conduct research activities that result in any sale, lease, license, or transfer of the Material or Modifications to a for-profit organisation.

“Material” means the Original Material, Progeny, and Unmodified Derivatives. The Material shall not include:

- a) Modifications, or
- b) (b) other substances created by the Recipient through the use of the Material which are not Modifications, Progeny, or Unmodified Derivatives.

“Modifications” means substances created by the Recipient which contain/incorporate the Material.

“Original Material” means the material being transferred to the Recipient under this Agreement and as described in Schedule 1 to this Agreement;

“Progeny” means unmodified descendants from the Material, such as virus from virus, cell from cell, or organism from organism;

“Representatives” means employees, agents and other representatives of the Recipient (and includes the Recipient Scientist);

“Research Project” means the research which the Recipient Scientist has requested the Material for and as described in Schedule 2 to this Agreement;

“Supervised Persons” has the meaning set out in Clause 4.1 (c); and

“Unmodified Derivatives” means substances created by the Recipient which constitute an unmodified

- functional subunit or an expression product expressed by the Original Material; and
- 1.2. References to Recitals, Clauses and Schedules are to recitals and clauses of, and schedules to, this agreement;
 - 1.3. A reference to “person” includes an individual, corporation, company, partnership, firm, trustee, trust, executor, administrator or other legal personal representative, unincorporated association, joint venture, syndicate or other business enterprise, any governmental administrative or regulatory authority or agency (notwithstanding that “person” may sometimes be used herein in conjunction with some of such words), and their respective successors, legal personal representatives and assigns, and as the case may be, and pronouns shall have such similar extended meaning; and
 - 1.4. The headings are for convenience only and shall not affect the interpretation hereof.

2. OWNERSHIP OF MATERIAL

- 2.1. The Provider retains ownership of the Material, including any Material contained or incorporated in Modifications (and any Progeny made by or in possession of or under the control of Recipient pursuant to this Agreement).
- 2.2. The transfer of the Material grants to Recipient and Recipient Scientist no rights in the Material other than those specifically set forth in this Agreement.
- 2.3. The Recipient retains ownership of:
 - a) Modifications (except that, the Provider retains ownership rights to the Material included therein), and
 - b) those substances created through the use of the Material or Modifications, but which are not Progeny, Unmodified Derivatives or Modifications (i.e., do not contain the Original Material, Progeny, Unmodified Derivatives).

- 2.4. If the Recipient wishes to file patent application(s) for any inventions (“Inventions”) arising under Clause 2.3 (a) or 2.3 (b), the Recipient will disclose such inventions to the Provider, in confidence, and shall seek consent from Provider before any patent application is filed. If either Clause 2.3 (a) or 2.3 (b) results from the collaborative efforts of the Provider and the Recipient, the parties shall negotiate in good faith on the ownership (including without limitation joint ownership) of the patent(s).
- 2.5. The Provider shall, at all times, be entitled to a perpetual, non-exclusive, royalty-free license to use, make, have made, and otherwise practise, an Invention for non-commercial research purposes (and the right to grant a sub-license to its affiliates on such terms), and the Recipient shall execute or cause to be executed such instruments and give such further assurances, and perform such acts necessary to give effect to this Clause 2.5.

3. CONFIDENTIALITY

- 3.1. Recipient shall not, and shall procure that its Representatives do not, disclose to any third party or make public any information related to the Material disclosed to Recipient by Provider which information is maintained as confidential by Provider and is marked or otherwise identified as confidential when disclosed to the Recipient (the “Confidential Information”), and shall only use such Confidential Information for the purposes specifically set forth in this Agreement. Notwithstanding the foregoing:
 - a) Recipient shall have the right to disclose Confidential Information as required by applicable law or regulation; and
 - b) Recipient’s confidentiality obligations above shall not apply to such Confidential Information as:
 - i. was publicly known prior to disclosure by Provider of such information to Recipient;

- ii. becomes publicly known, without fault on the part of Recipient, subsequent to disclosure by Provider of such information to Recipient;
 - iii. is disclosed to Recipient at any time from a source, other than Provider, lawfully having possession of and the right to disclose such information;
 - iv. was otherwise known by Recipient prior to disclosure by Provider to Recipient of such information as evidenced by written records; or
 - v. is independently developed by Recipient without use of such information.
- 3.2. Provider retains all proprietary rights in the Confidential Information. No licences or any other rights are granted in respect of the Confidential Information other than those specifically set forth in this Agreement.
- 3.3. The obligations of confidentiality and non-disclosure imposed on the Recipient under this Agreement shall remain in effect for..... months/years from the last date of signature below.

4. USE OF MATERIAL

- 4.1. The Recipient and the Recipient Scientist undertakes to the Provider that the Material:
- a) is to be used solely for the Research Project;
 - b) will not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the Provider;
 - c) is to be kept securely and solely at the Recipient Scientist's laboratory under the direction of the Recipient Scientist or others working under his/her direct supervision (the "Supervised Persons") and the Recipient shall ensure that no person other the Recipient Scientist and the Supervised Persons has access to the Material without the prior written consent of the Provider; and
 - d) will not be transferred or released to any third party.
- The Recipient and the Recipient Scientist agree to

refer to the Provider any request for the Material from anyone other than the Recipient Scientist and the Supervised Persons.

- 4.2. The Recipient acknowledges that the Material is or may be the subject of a patent application. Except as provided in this Agreement, no express or implied licenses or other rights are provided to the Recipient under any patents, patent applications, trade secrets or other proprietary rights of the Provider, including any altered forms of the Material made by the Provider. In particular, no express or implied licenses or other rights are provided to use the Material, Modifications, or any related patents of the Provider for Commercial Purposes.
- 4.3. The Recipient shall not use the Material or Modifications for Commercial Purposes, the Recipient undertakes, in advance of such use, to negotiate in good faith with the Provider to establish the terms of a [revenue sharing agreement (under which the Provider will have a share of the revenue which are derived in connection with such Commercial Purposes)]. It is understood by the Recipient that the Provider shall have no obligation to grant permission for such use to the Recipient, and may grant permission for such uses to others, or sell or assign all or part of the rights in the Material to any third (3rd) party(ies), subject to any pre-existing rights held by others.
- 4.4. Recipient Scientist and Recipient represent and warrant that they are entitled to receive, use and store the Materials under all applicable laws and regulations. Recipient Scientist and Recipient shall be responsible for obtaining and maintaining any health, environmental and all approvals required for the receipt, possession and use of the Material contemplated under this Agreement.
- 4.5. The Recipient and the Recipient Scientist undertakes to use and store the Material in compliance with all applicable laws and regulations, including but not limited to those relating to research involving the use of animals or recombinant DNA and the Personal Data Protection

Act (cap. 26, 2012), and not to attempt to identify or contact the donor of the Material or to compromise or otherwise infringe the confidentiality of information on the donors.

4.6. For Academic purpose, the Material is provided at no cost (subject to the Provider having the discretion to charge an optional transmittal fee of solely to reimburse the Provider for its preparation costs). The Recipient will be responsible for the costs of shipping or transporting the Material to the Recipient.

5. NO LIABILITY FOR USE OF MATERIAL, AND INDEMNITY

5.1. The Recipient acknowledges that the Materials are experimental in nature and may be harmful or have hazardous properties. In relation to the same, the Provider **MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. The Provider gives NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE MATERIALS WILL NOT INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER PROPRIETARY RIGHTS OWNED BY THIRD PARTIES.**

5.2. The Provider will, to the extent permitted by law, not be liable to the Recipient or the Recipient Scientist for any loss, claim or demand made by the Recipient or made against the Recipient by any other party, due to or arising from the use, storage or disposal of the Material by the Recipient, except when caused by the gross negligence or willful misconduct of the Provider.

5.3. To the extent prohibited by law, the Recipient assumes all liability which may arise from its use, storage or disposal of the Material, and the Recipient shall indemnify and hold harmless the Provider, the Provider's Representatives and the Provider Scientist from and against all claims and losses arising from such supply, use or keeping, including

without limitation all claims, demands and losses arising from:

- a) any injury to the Recipient's employees and to third parties;
- b) infringement of third party intellectual property rights; and
- c) use of the Materials within or outside the scope of this Agreement.

6. ACKNOWLEDGEMENT OF SOURCE OF MATERIAL

The Recipient Scientist agrees as soon as practicable, subject to the prior written approval of the Provider, to provide the data from the Research Project to the Provider Scientist. The Recipient Scientist further agrees to provide appropriate acknowledgement of the source of the Material in all publications. For publication, which contains results obtained from the Research Project under this Agreement, both Providing Scientist and Recipient Scientist shall be co-authors. Each co-author should have the opportunity to review the manuscript before its submission. Co-authors have an obligation to provide prompt retractions or correction of errors in published works.

7. TERMINATION

7.1. This Agreement will terminate on the earliest of the following dates:

- a) on completion of the Research Project, and
- b) on thirty (30) days written notice by either Party to the other;

7.2. Upon termination of this Agreement, the Recipient will discontinue use of the Material and the Confidential Information and will, upon direction of the Provider, return or destroy:

- a) any remaining Material; and
- b) all Confidential Information in any form and to any extent in the possession of the Recipient., and the Recipient shall, if requested by the Provider,

unreservedly execute an undertaking confirming its compliance with this clause.

7.3. Clauses [2.3, 2.4, 2.5, 3, 4, 5, 6, 7.2 and 7.3] will survive termination of this Agreement for whatever cause.

7.4. Termination of this Agreement shall not affect any accrued rights or remedies to which the Provider is entitled, and Recipient acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement. Accordingly, without prejudice to any other rights and remedies it may have, the Provider shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any of the provisions of this Agreement.

8. USE OF NAMES AND TRADE MARKS

Each Party agrees not to refer to this Agreement, or use the names or trademarks of the other without express prior written permission.

9. TERM OF AGREEMENT

This Agreement shall remain in force for months/years from the last date of signature below. It may be extended by written mutual agreement.

10. ASSIGNMENT

This Agreement is not assignable, whether by operation of law or otherwise, without the prior written consent of Provider.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements in connection with the subject matter herein.

12. VARIATIONS

No variation or waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by a

duly authorised Representative of the Recipient and the Provider.

13. AUTHORISED REPRESENTATIVES

The Parties each represents and warrants that the following facts and circumstances are and at all times shall be true and correct:

- a) That it has the requisite corporate power and authority to enter into this Agreement and that this Agreement does not conflict with any other agreement or obligation by which the respective Party is bound;
- b) That there is no material suit, action, arbitration, legal, administrative or other proceeding or governmental investigation pending or to its best knowledge or belief, threatened against it or affecting its ability to perform its obligations under this Agreement; and
- c) That the signatories for and on behalf of that Party are authorised and fully empowered to execute this Agreement on that Party's behalf.

14. GOVERNING LAW

14.1. This Agreement shall be deemed to be made in Tanzania, subject to, governed by and construed in all respects in accordance with the laws of the United Republic of Tanzania for every intent and purpose.

14.2. The Parties hereby agree to submit irrevocably to the non-exclusive jurisdiction of the Courts of the United Republic of Tanzania to settle any and all disputes in connection with this Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement at.....as of the latest date indicated below.

Signature.....	Signature.....
Name:.....	Name:.....
PROVIDER RECIPIENT	
Date:.....	Date:.....

Witnessed by;

Name:.....

Designation:.....

Date:.....

REVENUE SHARING AGREEMENT

This Revenue Sharing Agreement (this "Agreement") is effective as of _____, 20__ (hereinafter to be referred to as "Effective Date") by and among the Mzumbe University, a public higher learning institution with its principal place of business at Mzumbe, Morogoro-Tanzania and _____ with _____ P.O.Box _____ 1, _____ Mzumbe, _____, a non-profit entity organized under the laws of the _____ with its principal place of business at _____ (hereinafter to be referred to as the "Grantee Institution") and _____, an individual (hereinafter to be referred to as the "Researcher", and together with Mzumbe University and the Grantee Institution, shall be referred to as "Parties").

WITNESSETH as follows:

WHEREAS, Mzumbe University has provided [is providing] financial support to the Grantee Institution in the form of a [Postdoctoral Fellowship/Research Grant/Project Funding] Award to support the research of the Researcher;

WHEREAS, in the course of [his/her] research at the Grantee Institution, the Researcher was an inventor [co-inventor/author/co-author] of the Invention (as hereinafter defined) which may be of commercial value;

WHEREAS, pursuant to the policies of the Grantee Institution, ownership of such Invention has vested in, or shall be or has been assigned by the Researcher to, the Grantee Institution;

WHEREAS, the research leading to the Invention has been supported wholly or in part by the resources of Mzumbe University;

WHEREAS, as a condition to Mzumbe University's granting of the [Postdoctoral Fellowship/Research Grant/Project Funding] Award to Grantee Institution for the support of the Researcher's research, Net Income (as hereinafter defined) must be shared with Mzumbe University in the manner set forth in this Agreement; and

WHEREAS, Mzumbe University intends to use amounts received in respect of such Net Income to further its research/charitable purposes/community engagement activities in accordance with Mzumbe University's mission;

NOW THEREFORE, in consideration of the foregoing and the respective agreements set forth in this Agreement and for such other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

I. Definitions:

"Direct Costs" are expenses related solely to the research out of which the Invention was derived, including salary or other compensation or stipend support, supplies, but specifically excluding indirect or overhead or administrative costs or expenses and the cost of any capital equipment other than capital equipment purchased specifically in connection with the Researcher's research.

"Invention" means any invention, discovery, improvement, modification, work of authorship (excluding journal articles, textbooks or chapters of textbooks) or other work product, whether patentable or not, that is conceived, created, developed, validated or reduced to practice as a result of any research funded in whole or in part by Mzumbe University, or which is deemed to be a "work for hire" within the meaning of the Tanzanian Copyright law and of which the grantee institution is deemed an author or co-author.

“Income” includes all amounts or items of value or worth of any nature paid or payable to the Grantee Institution (or the Researcher, as the case may be) in consideration of an assignment or license of rights in the Invention, including, without being limited to, assignment or upfront licensing fees or royalties, milestone payments, advanced royalties, royalties on sales of products incorporating or utilizing the Invention, other running royalties, sublicensing fees, equity and options to equity. In the event that the Grantee Institution (or the Researcher, as the case may be) itself (or himself or herself) commercializes the Invention, or in any way exploits the Invention or derives revenues otherwise than through an assignment or license, Income shall also include compensation based on sales made by the Grantee Institution (or the Researcher, as the case may be) or otherwise in an appropriate form and amount, in either case as negotiated in good faith as to the form and amount of compensation consistent with the revenue sharing arrangement contemplated by this Agreement.

“Net Income” means all Income less

- a) any out-of-pocket expenses of the Grantee Institution (or the Researcher, as the case may be) related to securing intellectual property protection for and commercialization of the Invention, and
- b) distributions payable to inventors of the Invention (other than amounts paid as salary or other compensation or stipend support included as Direct Costs).

II. Ownership of Inventions and Software

The Grantee Institution represents and warrants that it is the owner of the Invention, that it is under no obligation, and will not hereafter enter into any obligation, to any third party that would interfere with or impair such ownership or the performance by the Grantee Institution of any of its obligations under this Agreement or the Policy, and that it will not do any act that might interfere

with or impair the ability to procure patent and/or copyright protection, as applicable, for the Invention. The Grantee Institution further represents and warrants that it has received no notification and has no good faith reason to believe that the Invention infringes the rights of any third party.

The Researcher represents and warrants that [he/she] shall assign, if [he/she] has not done so already, any and all of [his/her] ownership rights in any Invention to the Grantee Institution and further represents and warrants that [he/she] is under no obligation, and will not hereafter enter into any obligation, to any third party that would interfere with or impair such ownership or [his/her] ability to assign such ownership rights or the performance of any other of [his/her] obligations under this Agreement and will not do any act that might impair the ability to procure patent and/or copyright protection, as applicable, for the Invention.

If at any point the Grantee Institution elects not to retain ownership of the Invention, the Grantee Institution shall notify Mzumbe University promptly and in such time as to reasonably enable continued protection of the intellectual property rights in such Invention; and upon the request of Mzumbe University, and at the sole option of Mzumbe University, the Grantee Institution, provided it may do so in accordance with the terms and conditions imposed by other funding agreements directly associated with the Invention, will promptly assign all rights in such Invention to Mzumbe University or to a party designated by Mzumbe University, and take such actions and execute and/or deliver such documents and files as reasonably requested by Mzumbe University to confirm or perfect Mzumbe University's ownership rights in the Invention and to seek, or continue to seek or maintain, intellectual property protection for the Invention.

III. Revenue Sharing

The Parties agree that a total of _____ in Direct Costs has been expended on the research project out of which the Invention arose, _____ percent (___%) of which was contributed by Mzumbe University (“Mzumbe University’s Percentage”) and _____ percent (___%) of which was contributed or borne by other sources.

The Grantee Institution shall pay to Mzumbe University Mzumbe University’s Percentage of Net Income on a [monthly/quarterly] basis; provided that the first in Net Income will not be subject to such payment obligation. Each payment to Mzumbe University shall be made by cheque payable to the Mzumbe University and mailed to the address specified in the “Notice” provision of this Agreement and shall be accompanied by a written statement detailing the amount and source of the Income, all deductions subtracted from Income to determine Net Income, and Mzumbe University’s resulting share of Net Income. Where consideration for a licensing or other transaction is partially in the form of equity, or options for equity or other property, Mzumbe University may elect to tender to the Grantee Institution or to such entity as the Grantee Institution may direct any money due in order to exercise the rights thereto.

In those circumstances where the ability of the Grantee Institution to transfer options or equity to Mzumbe University may be limited by contract or applicable law, the Grantee Institution shall notify Mzumbe University immediately when such restrictions are no longer applicable in order that Mzumbe University may exercise its rights hereunder. Mzumbe University may elect, at its sole option, to receive cash derived from the liquidation of its proportional share of equity or other property where the policies of the Grantee Institution provide for such liquidation.

Mzumbe University may waive any rights to any Net Income otherwise due hereunder. Any waiver hereunder shall be in writing and shall not be construed as a waiver of future rights to Net Income. The Grantee Institution shall be responsible for the distribution of any share of Income to parties other than Mzumbe University.

IV. Commercialization of Inventions

The Grantee Institution will diligently pursue the development and commercialization of the Invention made in whole or in part with support from Mzumbe University and, as necessary and appropriate, secure relevant intellectual property protection therefor in a timely fashion so as to maximize the commercial value of the underlying technology or work product. The Grantee Institution shall be responsible for all costs and expenses related to securing and maintaining intellectual property protection (either directly or by contract with a third party) and commercialization of the Invention.

In the event that the Grantee Institution elects not to pursue domestic or foreign patent and/or copyright protection, as applicable, for the Invention or, alternatively, elects to cease patent and/or copyright prosecution or maintenance, as applicable, at any time: the Grantee Institution shall notify Mzumbe University promptly and in such time as to reasonably enable continued protection of the intellectual property rights in such Invention; and, upon the request of Mzumbe University, and at the sole option of Mzumbe University, the Grantee Institution, provided it may do so in accordance with the terms and conditions imposed by other funding agreements directly associated with the Invention, will promptly assign all rights in the Invention to Mzumbe University or to a party designated by Mzumbe University, so that Mzumbe University or such party may pursue patent and/or copyright protection and maintenance, as applicable.

In such event, the Grantee Institution will take such actions and execute and/or deliver such documents and files as reasonably requested by Mzumbe University to confirm or perfect Mzumbe University's ownership rights in the Invention and to seek, or continue to seek or maintain, intellectual property protection for the Invention. Alternatively, Mzumbe University may elect, at its sole option, to pay the Grantee Institution the costs to obtain patent and/or copyright protection and maintenance, as applicable, and, in any event, shall be entitled to Mzumbe University's Percentage of Net Income arising from the Invention. If Mzumbe University elects to pay the Grantee Institution the costs to obtain patent and/or copyright protection and maintenance, as applicable, these costs shall be repaid to Mzumbe University prior to the distribution of any Income to any party.

V. Confidentiality

Mzumbe University agrees to retain on a confidential basis any patent applications, commercialization plans, licensing agreements and like documentation or information provided hereunder which is, in the case of written disclosures, marked "Confidential" and, in the case of oral disclosures, described as confidential and followed up promptly with written confirmation of its confidential nature. Mzumbe University shall not be required to maintain as confidential any information or documentation which has been made public by the Grantee Institution, by a third party under the authority of the Grantee Institution, as is required by law or as compelled by judicial or regulatory authority, which Mzumbe University receives from a third party with no confidentiality restrictions or which is in the public domain through no breach of this Agreement by Mzumbe University.

VI. Termination

This Agreement shall remain in full force and effect from the Effective Date until no more Income is being received or

receivable by the Grantee Institution, provided, however, that the cessation of Income is not a result of any action of the Grantee Institution. Any provisions of this Agreement which by their nature extend beyond termination shall survive such termination.

VII. Notice

Reports, notices and other communications from the Grantee Institution or the Researcher to Mzumbe University as required under this Agreement shall be in writing and sent to:

Vice Chancellor,
Mzumbe University
P.O. Box 1,
MZUMBE, MOROGORO
TANZANIA

Mzumbe University may furnish, by written notice to the Grantee Institution or the Researcher, any other address as may deem necessary for the purposes of this agreement.

Reports, notices and other communications from Mzumbe University to the Grantee Institution or the Researcher required under this Agreement shall be in writing and sent to:

[Grantee Institution and full address]

[Name of Researcher and full address]

VIII. Miscellaneous

Entire Agreement. This instrument, including Appendix A attached to it, contains the entire agreement by and among the Parties relating to the subject matter of the Agreement. No agreement, conversation or representation between any officers, agents, or employees of the Parties, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations of the Agreement unless evidenced in writing and signed by each Party.

Modification in Writing. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions contained in it, shall be valid unless made in writing and signed by each Party.

Governing Law. This agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania, without regard to its choice of law or conflicts of law provisions. Each Party consents to the jurisdiction of the courts located in the United Republic of Tanzania, and waives any objection to the venue of such courts based on *forum non conveniens* or other reasons.

Restrictions on Use of Names. None of the Parties shall use the name of any other Party in any document or presentation without the express written permission of the other except for routine references and acknowledgements about sources of funding and the location, type of research project and supervisor(s) of any person being sponsored by Mzumbe University.

No Agency. Nothing in this Agreement shall be deemed or construed by the Parties or any third person to create an employment, agency, partnership, fiduciary relationship or joint venture among the Parties and no Party has the power to obligate or bind another Party in any way.

Section Headings. Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation nor define, limit or describe the scope or intent of any provision of this Agreement.

No Assignment. This Agreement shall not be assignable by any Party without the written consent of the other Parties, which consent shall not be unreasonably withheld.

Waiver/Severability. A failure of any Party at any time to enforce or require performance of any of the provisions, terms

or requirements of this Agreement shall in no way affect the full right of that Party to enforce or require performance at any time thereafter. In the event that any one of the provisions, terms or requirements of this Agreement are for any reason held to be invalid, illegal or unenforceable, the remaining provisions, terms and requirements shall remain valid, legal and enforceable.

Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, as of the latest date indicated below.

Signature.....	Signature.....
Name:.....	Name:.....
Date:.....	Date:.....

MU GRANTEE INSTITUTION

THE RESEARCHER;

Name:.....
Signature:.....
Date:.....

Witnessed by;

Name:.....
Designation:.....
Signature:.....
Date:.....

INTELLECTUAL PROPERTY CLEARANCE CERTIFICATE

(Attachment to order for reproduction of course-packs or other copyrighted materials, or to adoption of course-packs provided by Mzumbe University)

Notice to Customer:

Because it is the policy of Mzumbe University to respect the intellectual property rights of others, Mzumbe University will not sell or reproduce books, course-packs or readers which contain copyrighted materials ("Materials") unless either the copyrights have been cleared by a professional custom academic publisher, or the customer signs this attachment regarding the clearance of copyrights.

To: _____

In order to induce you to accept the attached adoption or order for reproduction of course-packs or similar materials and to stock and resell the associated Materials ("Request"),

1. The undersigned customer ("Customer") represents and warrants that, with respect to all the source Materials referred to in the Request, either;
 - a. the Materials are Customer's own original work, and Customer exclusively owns all copyrights, trademarks, moral rights and other intellectual property rights in such Materials,
 - b. the Materials are in the public domain,
 - c. Customer's intended use as indicated on the Request constitutes "fair use" under the Copyright law in force in the United Republic of Tanzania, or
 - d. Customer has and will deliver to Mzumbe University on request, written royalty-free or prepaid permission from the holders of all copyrights, trademarks, moral rights, or other intellectual property rights in the Materials to use, publish and copy the Materials as described in the Request.

2. Customer agrees to defend, indemnify, and hold Mzumbe University, its affiliates, and their respective directors, officers, employees, and agents, harmless from and against all costs, losses, amounts paid in settlement, and expenses, including reasonable attorney fees, arising out of any claim of infringement of any copyright, trademark, moral right, or other intellectual property right in the Materials, or any claim arising out of any misrepresentation in this Certificate.

Intending to be legally bound, Customer has signed this Certificate on _____, 20_____ .

Description of Materials: _____

Course Name: _____

Date of Course: _____.

Customer Name: _____.

Customer Signature: _____.

Customer Address: _____.

Customer Phone: _____.

Customer Email: _____.

If this Request is for reproduction, the Customer will furnish the bookstore with a photo-ready master of all Materials to be reproduced hereunder, and these terms cover a reasonable quantity of copies required according to the enrollment in the Customer's course during the current semester. If this request is for resale of finished Materials, the Customer will furnish the bookstore finished Materials in accordance with a store-generated purchase order. Additional copies of the Materials may be ordered in writing. Pricing on additional copies cannot be guaranteed. The Materials will be sold by the bookstore at our normal margin for this type of merchandise.

Accepted by:
Mzumbe University

Name of Bookstore representative

Signature: _____

Date: _____

