



**UNIVERSITY OF DAR ES SALAAM**  
**OFFICE OF THE DEPUTY VICE CHANCELLOR -**  
**RESEARCH**

# **GUIDELINES**

**FOR COMMERCIALIZATION  
OF INTELLECTUAL PROPERTY,  
INNOVATIONS AND  
RESEARCH PRODUCTS**

**SEPTEMBER, 2022**

---

**UNIVERSITY OF DAR ES SALAAM**



---

**GUIDELINES FOR COMMERCIALIZATION OF INTELLECTUAL PROPERTY,  
INNOVATIONS AND RESEARCH PRODUCTS**

---

**SEPTEMBER, 2022**

---

**[These Guidelines are made under Section 3.2.6 (ii) of the UDSM IP Policy, 2008 and its revised  
version of 2022 Section 4.9.3 (b)]**

## TABLE OF CONTENTS

TABLE OF CONTENTS .....	i
ABBREVIATIONS AND ACRONYMS .....	iii
1. INTRODUCTION.....	1
2. SCOPE OF UDSM IP POLICY AND GUIDELINES .....	1
3. KEY PRINCIPLES OF THE GUIDELINES.....	5
3.1 Coverage.....	5
3.2 Declaration of Background IP .....	5
3.3 Definitions of terms.....	5
3.4 Applicability.....	5
3.5 Binding of the Policy and Guidelines .....	5
4. OWNERSHIP OF IP, INNOVATIONS, AND RESEARCH PRODUCTS .....	6
4.1 Scope .....	6
4.2 Overall Guiding Principle of Ownership .....	6
4.3 Ownership by Employees.....	7
4.4 Ownership of IP in Student Work .....	7
4.5 Ownership of IP Created by Visitors .....	8
4.6 Co-ownership of IP .....	8
4.7 Ownership of IP by a Sponsor.....	8
4.8 Exceptional Ownership by Researcher/ Inventor/Author .....	8
5. RIGHTS AND OBLIGATIONS OF THE UDSM AND AUTHOR/INVENTOR.....	9
5.1 Obligations of the Inventor/Author .....	9
5.2 Rights of the Inventor/Author .....	9
5.3 Obligations of the UDSM .....	10
The University shall have the following rights: .....	11
6. DISCLOSURE OF INVENTIONS AND RESEARCH OUTPUTS .....	11
6.1 Formal Disclosure .....	11
6.2 Confidentiality of Disclosed Information .....	12
7. COORDINATION AND MANAGEMENT OF COMMERCIALIZATION OF IP.....	12
7.1 Role of IPMO and Associated Units .....	12
8. DETERMINATION OF IP COMMERCIALIZATION STRATEGY .....	15
8.1 Guiding Principles.....	15
8.2 IP Commercialization/Dissemination Pathways .....	16

9. SHARING OF REVENUE AND COSTS .....	21
9.1 Calculation of revenues for distribution.....	21
9.2. Sharing of Revenues.....	22
9.4 Research and Innovation Funds .....	24
10. CONFLICT OF INTEREST .....	24
10.1 Best Interests of the University .....	24
10.2 Agreements with External Parties .....	25
10.3 Disclosure of External Activities and Financial Interests .....	25
11. DISPUTES RESOLUTION .....	25
11.1 Violation.....	25
11.2 General Principles .....	25
11.3 Appeal .....	26
12. AMENDMENT .....	26
ANNEXES .....	27

## **ABBREVIATIONS AND ACRONYMS**

COC	Conflict of Commitment
COI	Conflict of Interest
DIEN	Directorate of Innovation and Entrepreneurship
DPS	Directorate of Public Services
DVC	Deputy Vice Chancellor
HLIs	Higher Learning Institutions
IP	Intellectual Property
IPMO	Intellectual Property Management Office
IPR	Intellectual Property Rights
JV	Joint Venture
MTA	Material Transfer Agreement
NDA	Non-Disclosure Agreement
R&D	Research and Development
UCB	University Consultancy Bureau
UDSM	University of Dar es Salaam
VC	Vice Chancellor
WIPO	World Intellectual Property Organization

## 1. INTRODUCTION

One of the primary roles of the University of Dar es Salaam (UDSM) is to generate knowledge and promote technology development through scientific innovations, technology transfer and commercialization of Intellectual Property Rights (IPRs) originating from research activities. This is in line with the University vision and mission<sup>1</sup> which envision searching for solutions to societal problems through commercialization of its innovations, Intellectual Property (IP) and research outputs. In order to achieve its research and innovation agenda, the University has policies and frameworks that guide commercialization of the research outputs and innovations. The relevant policies include UDSM IP Policy (2008, revised, 2022), UDSM Consultancy Policy (2017), UDSM Innovation and Entrepreneurship Policy (2016), and other specific policies. These policies guided the establishment of the Intellectual Property Management Office (IPMO), Directorate of Innovation and Entrepreneurship (DIEN), University of Dar es Salaam Consultancy Bureau (UCB) and other Consulting Units at Colleges and Schools level. UDSM is also considering establishing an Innovation Hub which will be dedicated to promoting innovation and accelerating commercialization of research results and technologies developed at the University and other Higher Learning Institutions (HLIs). It will provide a platform for bringing together innovators, entrepreneurs, scientists, technologists, professionals and investors for the purpose of exchanging knowledge and best practices. The University is therefore committed to ensuring that IPs emanating from its research activities are commercialized for the benefit of the University, the innovators, researchers and, most importantly, society at large.

## 2. SCOPE OF UDSM IP POLICY AND GUIDELINES

The UDSM IP Policy of 2008 (rev. 2022) was adopted to ensure, among others, that the University IPs are developed, managed, and effectively harnessed for the benefits of the University, the inventor/author and the general public. The policy aims to:

- i) Ensure that University staff and students are aware of the issues of IP in their day-to-day activities.

---

<sup>1</sup>The vision of the University of Dar es Salaam is “to become a leading Centre of Intellectual Wealth spearheading the Quest for sustainable and inclusive development. Its mission is to advance the economic, social and technological development of Tanzania and beyond through excellent teaching and learning, research and knowledge exchange”.

- ii) Set a system of supervising and managing relationships with potential users of the university IP assets commercially.
- iii) Encourage the recognition and identification of IP potentials within the UDSM and promote an entrepreneurial culture among UDSM staff and research students that fosters development through commercialization of IP arising from their activities.
- iv) Set an efficient system through which the commercial potential of IP assets can be effectively harnessed by the University.
- v) Set a system for rewarding those engaged in IP creation (in research and applied acts) and incentive necessary to commercialise their works.
- vi) Provide a means to commercialize and transfer IP in the form of applied arts and/or technologies created by University staff and students.
- vii) Define the obligations (rights and responsibilities) of parties involved in the creation of IP assets.
- viii) Ensure that the economic and other benefits resulting from commercialization of IP through UDSM are distributed in a fair and equitable manner taking into account the contribution made by the inventor/author and the institution as well as other stakeholders.
- ix) Ensure that UDSM complies with the applicable legal framework and regulations governing IP locally as well as internationally.
- x) Ensuring that research undertaken at UDSM is geared at creating usable solutions to societal problems.
- xi) Take prompt actions to protect all research findings with the potential of IP protection.
- xii) Create mutually beneficial linkages and relationship with the industry and private sector as a whole.
- xiii) Provide technical and financial support to progress raw research findings into usable products.
- xiv) Create incubation system to support the emerging innovators with promising innovative ideas.
- xv) Set up start-up or spin-off companies within which university shall retain equity interest at an agreed percentage.

- xvi) Identify of potential ideas with commercializable value.
- xvii) Engage with the private sector in the conversion of research findings into usable products.
- xviii) Enter into transactional arrangement such as licensing agreement with potential and actual users of UDSM IP.
- xix) Provide access to proprietary information/UDSM IP on certain conditions for the greater public interest.
- xx) Ensure that research undertaken at UDSM is geared at creating usable solutions to societal problems.
- xxi) Take prompt actions to protect all research findings with the potential of IP protection.
- xxii) Create mutually beneficial linkages and relationship with the industry and private sector as a whole.
- xxiii) Provide technical and financial support to progress raw research findings into usable products;
- xxiv) Create incubation system to support the emerging innovators with promising innovative ideas.
- xxv) Set up start-up or spin-off companies within which university shall retain equity interest at an agreed percentage.
- xxvi) Identify potential ideas with commercializable value.
- xxvii) Engage with the private sector in the conversion of research findings into usable products.
- xxviii) Enter into transactional arrangement such as licensing agreement with potential and actual users of UDSM IP.
- xxix) Provide access to proprietary information/UDSM IP on certain conditions for the greater public interest.

The policy provides for the establishment of the Intellectual Property Management Office (IPMO) in collaboration with the Directorate of Innovation and Entrepreneurship (DIEN) under the office of Deputy Vice Chancellor (DVC)-Research for the purpose of supporting and encouraging various IP-related initiatives and commercialization of IP assets. The IPMO is therefore responsible to coordinate, promote, advocate, audit, disseminate and protect IP assets



at the University. The policy institutionalizes, at the College, Institute and School levels, a mandate to liaise with the IPMO in all matters pertaining to IPRs.

These Guidelines build on the UDSM IP Policy and other relevant policies to provide for more concrete, action-based principles, and guidance on all activities entailed in innovation and commercialization of IPs and research outputs. They provide undertakings to:

- i) Encourage and expedite the dissemination of discoveries, creations and new knowledge generated by researchers for the public benefit.
- ii) Protect the traditional rights of scholars to control the products of their scholarly work.
- iii) Ensure that the commercial results, financial or other, are distributed in a fair and equitable manner that recognizes the contributions of the inventors and the University as well as those of any other stakeholders.
- iv) Ensure that both IP and other products of research are made available to the public through an efficient and timely process of technology transfer.
- v) Promote, preserve, encourage and assist to disseminate scientific and research results.
- vi) Preserve the rights and obligations of the university, the creators of IPs and their sponsors, with respect to inventions, discoveries and works created using university resources.
- vii) Encourage and provide for mutually beneficial rewards for the university and its members who transfer IPs to the public through commercialization.
- viii) Ensure compliance with applicable laws and regulations.

The Guidelines cover relevant issues relating to: ownership of and right to use IPR; procedures for identification and valuation of IP assets; protection and management of IP; procedures for cooperation with third parties; principles of sharing of profits from successful exploitation; and mechanisms to ensure respect for third-party IPRs. Various provisions and clauses are stipulated in sections which basically represent articles of these Guidelines.

### **3. KEY PRINCIPLES OF THE GUIDELINES**

#### **3.1 Coverage**

These Guidelines apply to all innovations, IPs and research outputs generated at UDSM (including its constituency colleges) or anywhere that University resources are used, in particular by staff members, students, visitors, or any other person collaborating with the UDSM in whatever form of engagement.

#### **3.2 Declaration of Background IP**

Before commencing employment, enrolment, appointment, or engagement, all persons covered under the UDSM IP Policy of 2008 (rev. 2022) must declare any existing IP they wish to exclude from the purview of the Policy.

#### **3.3 Definitions of terms**

Definitions of key terminologies used in these Guidelines are found in the UDSM IP Policy of 2008 (rev. 2022).

#### **3.4 Applicability**

These Guidelines shall apply to all UDSM's academic, technical and administrative staff, students, visitors or any other person participating in any research project or produce innovation or scholarly works in collaboration with the University. Rights and obligations under these Guidelines shall survive termination of employment, enrolment or appointment at the Institution.

#### **3.5 Binding of the Policy and Guidelines**

The revised UDSM IP Policy and Guidelines are binding on the University, staff members, students, visitors, or any other person participating in any research project or producing innovation or scholarly works in collaboration with the University. Towards this end, the University shall ensure compliance with the Guidelines as follows:

**3.5.1 Staff members:** The employment contract or other agreement establishing any type of employment relationship between UDSM and staff members includes a provision placing staff members under the scope of IP Policy and these Guidelines.

**3.5.2 Students participating in a research project:** Students participating in a research project sign an agreement before commencing the project to the effect that they have read and will comply with the provisions of IP Policy and these Guidelines.

**3.5.3 Visitors:** Before commencing any research or other activities that may lead to innovation at the University, visitors or any other person engaged with the University on research or other projects shall sign a binding legal instrument obliging him/her to abide by the dictates of the UDSM IP Policy and these Guidelines.

**3.5.4 Informed consent:** The Guidelines shall be included in the University website, and they will be made available to all parties involved in innovation, research and commercialization of IPs.

## **4 OWNERSHIP OF IP, INNOVATIONS, AND RESEARCH PRODUCTS**

### **4.1 Scope**

Subject to the definition ascribed in the UDSM IP Policy of 2008 (rev. 2022) and the national IP laws and regulations in Tanzania, and without limiting the generality of the term IP, these Guidelines provide for the ownership of IP, innovations and research outputs, and other creative endeavours.

### **4.2 Overall Guiding Principle of Ownership**

Ownership of IP, innovations, and research products shall be guided by the UDSM IP Policy. In line with the Policy, and subject to the exception under Clause 4.3, 4.4 and 4.8 of these Guidelines, the University shall own all IP that is made, designed, discovered or created by a

member of staff, students and guest researchers, in the course of their employment and responsibilities or which makes significant use of the institution's resources.

### **4.3 Ownership by Employees**

In line with the principle of academic exception, employees of the University will own copyright in respect of the published works to which they are authors, subject to granting to the University a worldwide non-exclusive royalty free license to use such works for non-commercial purposes. In isolated cases, the University may opt to allow employees to own other forms of IPR conditioned on retention of a royalty-free licence for non-commercial uses.

**4.3.1 IP emanating from Collaborative Research Contracts:** In all collaborative research contracts, efforts shall be made to negotiate the terms on IPR such that they are in conformity with the institutional position in the IP Policy. However, in pursuit of mutual respects, the University may agree on other ownership frameworks as long as the interests of the University are not jeopardized.

**4.3.2 IP of Staff Appointed at Another Institution<sup>2</sup>:** It is the responsibility of each staff member that holds a honorary or other academic or research appointment at another institution (Host Institution) to bring to the attention of the Host Institution, his/her obligations in terms of the UDSM IP Policy and Guidelines, prior to entering into an engagement with the Host Institution. The staff member shall ensure that the Host Institution agrees with an acceptable IP ownership arrangement with the University before accepting the appointment.

### **4.4 Ownership of IP in Student Work**

Subject to a royalty-free license to the University to reproduce and publish, students shall own resulting IPR from research and other undertakings while registered with the University, except where the student has received financial support from the University in the form of wages,

---

<sup>2</sup>This means that such staff members are visitors at another institution.

salary, stipend or grant funds for the research and or other forms of support in connection with the undertaken research.

#### **4.5 Ownership of IP Created by Visitors**

Unless otherwise agreed on in writing by the University and the visitor's home institution prior to the engagement with the UDSM, visitors are under the obligation to assign to the University IPR created in the course and scope of their appointment at the University using University's resources. On departure from the University, a visitor must sign and submit to IPMO a designated IP Disclosure form (FORM 04: UDSM IP-DF) disclosing any IP created or in the process of being created.

#### **4.6 Co-ownership of IP**

Where the University is a joint inventor with one or more individuals from other institutions, the IP shall be jointly owned. The right to use and commercialize jointly owned IP shall be subject to a mutually agreed model. Neither party shall commercially use a jointly owned IP without prior consultation and consent of the other party.

#### **4.7 Ownership of IP by a Sponsor**

Ownership of any IP (including exempted scholarly works) that is made, discovered, or created in the course of research funded by a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement will be governed by the terms of the grant or agreement, as approved by the University.

#### **4.8 Exceptional Ownership by Researcher/ Inventor/Author**

In cases where UDSM opts not to pursue and assert IP protection with regard to specific research results, the University will notify the researcher within 90 days that he/she has the option to assert IP right over the disclosed research result subject to granting to the University a worldwide royalty-free licence for non-commercial use.

## **5 RIGHTS AND OBLIGATIONS OF THE UDSM AND AUTHOR/INVENTOR**

Rights and obligations of the UDSM and author/inventor shall be guided by the terms of the UDSM IP Policy. Based on that, the rights and obligations of UDSM and author or inventor shall be as follows:

### **5.1 Obligations of the Inventor/Author**

The inventor/author shall have the obligations to:

- i) Fully adhere to the dictates of the IP Policy.
- ii) Report and disclose research activities with potential of creating IP within 30 days of becoming reasonably aware of such potential to the Head of Department, then to the Principal/Dean/Director as the case may be, who shall subsequently relay the report to the IPMO.
- iii) Deal with IPMO in good faith and offer effective cooperation in evaluation of the research to assess its IP potential.
- iv) Fully disclose all potential conflicts of interest to the UDSM.
- v) Abide by all commitments made in a license, sponsored research and other agreements, laws relating to privately funded research.
- vi) Arrange for the safe keeping of all records and documents that is necessary for the protection of the UDSM's interest in the intellectual property.
- vii) Provide such assistance as may be necessary throughout the technology transfer process, to protect, identify potential partners, and effect the transfer of the intellectual property.
- viii) Take precautionary measures against public disclosure of the said research results until the valuation process is completed and a decision whether to pursue IP protection or not has been made.

### **5.2 Rights of the Inventor/Author**

The inventor shall have the following rights:

- i) To be named as the inventor in the patent documents.

- ii) To receive royalty or other forms of incentives commensurate to the rate as stated under Section 9.2 of these Guidelines.
- iii) In case of copyrightable works, to own such work and exercise all such rights enshrined in the UDSM IP Policy and National Laws of Tanzania governing Copyright, subject to exceptions on the royalty free right of the University.

### **5.3 Obligations of the UDSM**

The University shall have the obligations to:

- i) Exercise due diligence, honesty and secrecy in handling all matters pertaining to the disclosure of research activities.
- ii) Raise awareness among staff on IP issues.
- iii) Provide support, where necessary, in terms of time, monetary consideration and infrastructural facilities in order to foster effective administration of IP.
- iv) To promptly obtain legal protection for the IP for the interests of the institution and creator of the IP against unauthorized use by a third party.
- v) Promote and commercialize the IP assets as deemed appropriate for the interest of the UDSM, researcher or the general public.
- vi) Assist the inventor/author where practicable, in finding an external partner or financial support.
- vii) Endeavour to negotiate and manage IP-related agreements to the best advantage of the author/inventor and the institution.
- viii) Ensure that such agreements are consistent with IP Policy and respective Guidelines.
- ix) To do all other such things in furtherance of the institutional interest and that of the author/inventor.

## 5.4 Rights of the UDSM

The University shall have the following rights:

- i) To reject innovation/invention of the inventor/author if there is no reasonable prospect of commercial success as stated under section 7.2.4 of these Guidelines.
- ii) To be named in the patent and IP documents.
- iii) To choose the modality of commercialization of IP, research outputs and innovations.
- iv) To receive revenue earned from commercialization of IP, research outputs and innovation commensurate to the rate as stated under Section 9.2 of these Guidelines.

## 6 DISCLOSURE OF INVENTIONS AND RESEARCH OUTPUTS

### 6.1 Formal Disclosure

This is a formal description of an invention that is confidentially made by the inventor to the University. An invention disclosure is a document that provides information about the inventor (s), what was invented, the circumstances leading to the invention and facts concerning subsequent activities. It provides the basis for determining patentability and the technical information for drafting a patent application. Once the inventor comes out with the invention/innovation, he/she will fill the Intellectual Asset Identification Form (Form 01-UDSM IPIF) and submit to the Head of Department for onward transmission to the IPMO through the office of Principal/ Dean /Director.

**Disclosure Form:** Any person that discovers, acquires or accesses innovations, develops new products and services and IPs out of research work that utilizes UDSM research is obliged to disclose to UDSM through IPMO by filling in the IP Disclosure Form (**FORM 04: UDSM IP-DF**).

The key information required on the Disclosure Form should include:

- a. Invention title.
- b. Names of the inventors.
- c. Description of the invention.



- d. Sponsorship, if any.
- e. Design date and date put into practice.
- f. Publication dates, existing or projected, if any.

Depending on the nature of innovation and the description required, the Disclosure Form may be modified by the relevant Unit of the University. In case the Form is modified, it must be submitted to DVC-Research for review and approval.

## **6.2 Confidentiality of Disclosed Information**

The persons who access or deal with the information disclosed sign a separate undertaking which binds them not to disclose the said information to third parties unless authorised in writing by the IPMO in consultation with the researcher. When a staff member receives confidential information in the course of sponsored research, the treatment of that information will be governed by the terms of the applicable sponsored research agreement.

## **7 COORDINATION AND MANAGEMENT OF COMMERCIALIZATION OF IP**

### **7.1 Role of IPMO and Associated Units**

The UDSM IP Policy designates the IPMO, headed by the Intellectual Property Manager, shall coordinate, promote, advocate, audit, disseminate knowledge and protect IP assets at the University. Structures are set-up or institutionalized, at the College, Schools, Institute and Departmental levels with the additional IP mandate which shall liaise with the IPMO in all matters pertaining to IP. The IPMO in collaboration with DIEN shall work closely with other University Units actively involved in innovation and consultancy to identify, facilitate registration, protection and commercialization of IPs. The office shall:

- i) Guide the University in negotiating IP related matters in research agreement and other legal undertakings.
- ii) Within 30 days of receipt of IP disclosure form, make a determination of the patentability or copyrightability of the information disclosed.
- iii) Promptly file the patents, trademarks, industrial designs and other forms of IP as the case may be.

- iv) Evaluate the commercial potential of the inventions.
- v) In collaboration with the researcher, identify suitable commercial development partners.
- vi) Negotiate and manage licenses.
- vii) To establish collaboration with national IP Office and other international and regional associations/organizations dealing with IP.

## **7.2 Management of IP Commercialization Process**

Commercialization process shall entail a number of steps ranging from disclosure to evaluation, registration and marketing.

**7.2.1 Disclosure:** The inventor/author shall have the primary duty to report and make full disclosure of any research activity as stipulated in Clause 6.1. Upon receipt of the disclosure or report, the IPMO shall ascertain its IP potential and the IP Manager shall communicate in writing and open a file for the said researcher/innovator. There shall be continuous communication between the IPMO and the researcher/School/Department/Unit on the progress of the research and on matters relating to steps which have been taken by the IPMO to protect the research results.

**7.2.2 Evaluation:** Unless there are justifiable circumstances to the contrary, the IP Manager shall communicate to the researcher/innovator not later than 30 days of receipt of the research/invention disclosure form whether or not UDSM will pursue IP rights under the said research.

- i) If the UDSM opts to pursue IP protection, the IPMO shall take timely measures to analyze the innovation and IP. The analysis will include: whether or not the subject matter is protectable as IP; an assessment of economic viability or marketability; and determination of any rights of external parties, such as a funder or collaborator. The questions to be considered in assessing viability of the disclosure will include:

- a. *Does the disclosure offer a cheaper and/or a better way of accomplishing something?*

- b. *Are there competing solutions available and if so, how much better is the disclosure?*
- c. *Does the disclosure provide an answer to an existing problem?*
- d. *Does it have the potential for creating a new market?*
- e. *How much investment, in both time and money, will be required to bring the invention to the marketplace?*
- f. *Will the inventors/author continue to work on the disclosure?*
- g. *What will be the potential pay-off for a partner who may agree to invest in the development of the disclosure?*

After evaluation of IP, the IPMO will prepare a preliminary report with findings that enable the Institution to decide if it will proceed with IP protection and commercialization. IPMO shall share a preliminary report with the innovator(s), and seek their further inputs.

- i) The UDSM, in consultation with the inventor/author, may elect to utilize the services of patent attorneys and/or other IP experts in organizing and deciding on the most appropriate way to harness the IP asset under consideration.
- ii) In cases where the UDSM decides that it does not wish to pursue the IP protection with regard to particular research, the IP Manager shall inform the inventor in writing as per Clause 4.3.

**7.2.3 Formal Decision to Protect/Commercialize:** The University shall decide, as soon as reasonably practicable, whether or not it wishes to protect and/or commercialize the IP. IPMO will use all reasonable efforts to notify the innovator(s) of the University's decision within 90 days of formal decision of protecting or commercializing IPs.

**7.2.4 IP Abandoned or not Commercialized:** The University reserves the right not to protect or commercialize IP that it owns if after consultation with the innovator(s): there is no reasonable prospect of commercial success; it is not deemed to be in the best interest of the University; or it is not deemed to be in the public interest.

**7.2.5 Transfer of Biological Materials:** Transfer of living and non-living biological materials shall be governed by the national laws and the terms and conditions stipulated in Form 02: UDSM-MTA.

## **8. DETERMINATION OF IP COMMERCIALIZATION STRATEGY**

### **8.1 Guiding Principles**

Section 2.7 of the UDSM IP Policy provides key principles to be observed when selecting the IP commercialization strategy. In view of the University IP Policy, the UDSM shall:

- i) Encourage transfer of IP assets to the interested parties in a manner that preserves the interest of UDSM, the transferee, the researcher and the general public.
- ii) Encourage and initiate setting-up of incubators, start-up and spin-off companies with a view of making the IP available to the public on fair and reasonable terms through licensing of IP.
- iii) Ensure that the technologies and other IP assets developed at the UDSM are effectively marketed/advertised to potential users in the industry and other sectors and provide fair terms of licensing while giving special preference to local manufacturers.
- iv) Establish a system of quality control and monitoring mechanism to the licensee in order to ensure that such intellectual properties are used for the benefit of the majority of Tanzanians as opposed to further private interests.
- v) Ensure that commercial interests/benefits do not outweigh the public interests/good, thereby defeating the pursuit of research for curiosity purposes by providing support to those who pursue research for scientific curiosity.
- vi) Ensure that the capacity of IPMO and DIEN is enhanced through engagement of personnel who have legal, technical and marketing expertise in intellectual property licensing.
- vii) Ensure that all licensing or assignment agreement for transfer ownership of UDSM's IP shall: be subject to the Guidelines; include the terms necessary to fulfil the requirements and further these Guidelines; and provide that the contracting entity bears the costs of obtaining protection for IP.

- viii) Ensure that the revenue generated from commercialization of IP is distributed according to agreed revenue distribution rules.
- ix) Consider negotiating for equity shares in lieu of or in addition to monetary consideration under an agreement between the UDSM and an external entity relating to applicable intellectual property.

## **8.2 IP Commercialization/Dissemination Pathways**

The modes may include:

- i) Direct use by the University of IPMO.
- ii) Licensing.
- iii) Assignment.
- iv) Setting a Joint Venture Company, partnering with the interested business.
- v) Non-profit use or donation.
- vi) Start-ups or spin-offs.
- vii) Providing a royalty fee access.
- viii) Combination of any viable modes.

Regardless of the mode of IP commercialization selected, the transaction will be executed in a contract which:

- a. Protects the interests of the University, its staff members, students and visitors.
- b. Retains rights for UDSM to use the IP for educational and research purposes.
- c. Assures that the IP will be utilized in a manner which will serve the public good.
- d. Assures that the IP will be developed and brought to the marketplace as useful goods and services.

### **8.2.1 Commercialization of IP through IPMO**

Unless stated otherwise, and upon agreement of the University with the Inventor, the IPMO shall take full responsibility of the commercialization process in line with the process stipulated in Clause 8.2 of these Guidelines. The responsibilities of the IPMO shall include, but are not limited to:

- a. Outreach/awareness to innovators/authors.
- b. Relationship management with innovators/authors and investors/partners.
- c. IP management.
- d. Technology marketing and IP contract negotiation.
- e. IP contract management.
- f. IP costs and revenue distribution.

When commercialization of IP is done through the IPMO, and unless otherwise stated, all costs associated with the application for IP protection and prosecution thereof for IP assets for which the UDSM is seeking to protect and to commercialize shall be borne by the UDSM. In this arrangement, the UDSM shall devise a system of benefit-sharing which shall be guided by the following principles:

- i) That UDSM and the inventor/author shall have the option for a single upfront payment or running royalties from the licensing of IP.
- ii) The net income shall be shared between UDSM and the inventor/ author in a manner which shall be devised by the DVC-Research, which may be determined on a case by case basis.
- iii) UDSM shall determine the departments, schools, colleges, centres or institutes with whom the UDSM ratio of benefit from licensing shall be shared (See section 9.2.3).
- iv) In cases where there are co-inventors or co-authors each shall share the net income in proportion to their contribution as mutually agreed upon by them. If the joint inventors and co-authors fail to reach an agreement, then the income shall be distributed among them in a proportion based on contribution as determined by the IPMO.
- v) The proportional distribution system of income between inventors will also be employed for distribution between their academic/ administrative Units.

#### **8.2.1.1 Recording and Monitoring**

IPMO shall maintain records of the University's IP in an appropriate designated form and in sufficient detail. It shall monitor the deadlines for the payment obligations related to the maintenance or annuity fees of protected IP within a reasonable time.

#### **8.2.1.2 Accounting**

IPMO shall maintain income/expense accounting records on each IP for the purpose of effective calculation of revenue sharing and compliance with the University Financial Guidelines.

#### **8.2.2 Non-profit Use and Royalty Free Access**

Where appropriate, the IPMO shall be responsible to commercialize through other modes such as a non-profit use of the University's IPs and provision of royalty free access.

#### **8.2.3 Licensing**

The UDSM may decide to commercialize IP through licensing if the benefits of using this pathway outweighs other options.

##### **8.2.3.1 Checklist for a Licence Agreement**

The following checklist of items shall be considered by the University when discussing a licensing agreement:

- i) Particulars of the parties: names of parties; clarifying the licensee: if registered, addresses of the main parties.
- ii) Scope and patents to be licensed.
- iii) Obligations of the parties.

- iv) Nature of agreement: agreement to grant a license; know-how agreement; assignment of rights; and limitations on use by the licensee.
- v) Nature of IP: invention; design; know-how; and copyright.
- vi) Duty of the Licensee to work and practice the IP right.
- vii) The Licensor's and Licensee's right including the right to grant licenses or other rights.
- viii) Indemnity cover against 3<sup>rd</sup> party claims.
- ix) Nature and extent of rights: sole rights; non-exclusive rights; or a combination of any of them for different purposes.
- x) Nature of the rights granted: manufacture; use; sale; or lease.
- xi) Payments and royalties: a down payment required, and, if so, does it have to be set off against royalties or other receipts deriving from the agreement? What is the royalty rate to be paid in respect of the derived articles? Is a certain minimum royalty payable? Are payments other than royalties to be made by the licensee to the licensor?
- xii) Additional questions and issues shall include:
  - a. What rights of inspection of records does the licensor have?
  - b. What provision has to be made for the marking of articles covered by design patent protection?
  - c. What provision has to be made for indemnification by the licensee where marking provisions are not complied with?
  - d. What provision has to be made for the protection of copyright?
  - e. What has to be the starting date of the agreement?
  - f. What is the duration of the agreement?
  - g. What rights of denunciation does the licensor or the licensee have?
  - h. Provision for denunciation on breach of the agreement or on insolvency and change of management or control of the licensor or licensee.
  - i. Does the licensee retain any rights in the event of termination?
  - j. What happens if the IP that is the subject of the agreement fails?



- k. What happens in the event of infringement of the industrial property covered by the agreement?
- l. Confidentiality issues.

#### **8.2.3.2 Start-ups and Spin-offs**

Establishing a start-up or spin-off company shall be considered as one of the IP commercialization options of certain University IP. The following checklist shall be considered by the University when opting for a spin-off route:

- 8.2.1** A spin-off must commercially exploit technology, software and/or know-how developed at UDSM during research, teaching or other activities and registered as UDSM's IP.
- 8.2.2** The exploitation of University IP by Spin-off Company must be pursued through a licence agreement with UDSM as stipulated in Clause 8.2.3.1 or through the exceptional ownership of University IP as stipulated in Clause 4.3.
- 8.2.3** The spin-off must receive a formal recognition letter issued by the UDSM management.
- 8.2.4** The spin-off must be a duly incorporated commercial entity compliant with business regulations of the United Republic of Tanzania, and should have or be seeking independent financing at the time of application for the UDSM spin-off status.
- 8.2.5** At least one of the founders of the spin-off must be a (former) employee, alumnus/a, student, or post-doctoral student of UDSM.
- 8.2.6** The UDSM staff engaged in the spin-off must avoid a conflict of time commitment, recognizing that his/her primary commitment of employment is towards the academic mission of the University.
- 8.2.7** The personal income acquired by the UDSM staff in the spin-off shall be declared and subjected to the payment of University consultancy fees.
- 8.2.8** UDSM personnel, and UDSM students, excluding the spin-off founder, shall not be allowed to serve as spin-off employees at the same time as their UDSM appointment. These personnel will only be allowed to work for the spin-off once they have completed their studies or ceased their employment at UDSM.

**8.2.9** UDSM personnel shall be allowed to participate in research and innovation activities of the spin-off that follow the UDSM Guidelines on intellectual property as part of sponsored research agreements or consultancy contracts.

**8.2.10** The spin-off will be allowed to operate on the designated UDSM premises (innovation hub) for up to a maximum period of three (3) years, for which one (1) year is an extension granted upon justification and approval of the UDSM Management.

**8.2.11** As part of the tenancy agreement, the spin-off will have access to basic University infrastructure such as internet, mail, and utilities as well as the advice of staff from IPMO and DIEN. However, such companies are expected to have their own management personnel and legal counsel.

**8.2.12** Beyond the allocated space in the innovation hub, the UDSM spin-off shall obtain special permissions to use other spaces, specialized equipment, and unique reagents on a fee-for-service basis and negotiated on a case-by-case basis, as advised by the respective University units.

**8.2.13** Any research collaboration between the spin-off and the University laboratory will be done under formal research agreements.

The spin-off may use the name “University of Dar es Salaam”, but not the UDSM logo. In consultation with the Directorate of Public Services (DPS), the UDSM Innovation hub may design a new logo to be used across the spin-offs and their products or services.

## **9. SHARING OF REVENUE AND COSTS**

### **9.1 Calculation of revenues for distribution**

Calculation of Gross IP Revenue, IP Expenses, and Net IP Revenue shall be in accordance with the following rules:

**9.1.1 Calculation of Gross IP Revenue:** “Gross IP Revenue” shall be determined as “*all revenue received by the Institution for Commercialization of the University IP before any cost recovery or deductions for IP Expenses*” and shall include, but not limited to, outright sale of IP, option payments received, licence fees received, evaluation fees received, upfront and milestone payments received, royalty payments received, share of

profits received, dividends received, commissions, income through disposal of equity, and direct sale of products or services.

**9.1.2 IP Expenses:** “IP expenses” is defined as *“all expenses incurred by the University in the management of IP for which Gross IP Revenue has been received”* and shall include, but not limited to, those expenses that relate to:

- i) The University’s expenses incurred by payment to external entities for securing, maintaining and enforcing IP protection, such as patenting and litigation expenses.
- ii) Costs incurred by the University in the licensing/assignment of IP, including marketing costs, contract negotiation and drafting costs.
- iii) Costs in making, distributing products, processes or services that embody the particular IP including staff time or general administrative costs.

**9.1.3 Calculation of Net IP Revenue.** IPMO shall maintain accurate and transparent documentation of IP expenses incurred for a particular IP and shall be entitled to cover all IP expenses it has incurred. The “Net IP Revenue” shall be calculated as the Gross IP Revenue less IP expenses.

**9.1.4 Co-owned IP.** Where the IP is co-owned by the University and an outside organization, the Gross IP Revenue received by the University will be shared in accordance with a pre-determined formula as per a contractual arrangement. Thereafter, the Gross IP Revenue received by the University and the Net IP Revenue will be determined, and revenues will be shared in accordance with sections 9.2.1, 9.2.2 and 9.2.3.

## **9.2. Sharing of Revenues**

### **9.2.1 Innovator’s Share**

Fifty percent (50%) of the Net IP Revenue shall be allocated to the innovator. Where there is more than one innovator, they shall be entitled to an equal or *pro rata* share, based on

percentage contribution of the Net IP Revenue, except where there is a prior written agreement between all the innovators to the contrary.

**9.2.2 Enabler's share:** The innovator(s) may at their joint sole discretion choose to provide for enablers to receive a share of their portion of the Net IP Revenue. This arrangement must be agreed to in writing by all innovators, if they are more than one. Alternatively, the University shall set aside 10% of the Net IP Revenue for an enabler. Where there is more than one enabler, the enablers are entitled to an equal or *pro-rata* share, based on practical contribution, of the Gross or Net IP Revenue, except where there is a prior written agreement between all the enablers to the contrary.

**9.2.3 University's Share of Revenues-Institution.** Unless otherwise specified in the agreement, the University will share 50% of Net IP Revenue to be distributed internally as follows:

**20%** to University

**5 %** for further research with the Unit/Department

**5 %** to College/School

**5 %** to Directorate of Innovation and Entrepreneurship

**5 %** to Intellectual Property Management Office

**10%** to Enabler\*

\* In accordance to the IP Policy, 2008 (revised 2022) (section of 1.8), an enabler is any assistants, technicians, and other individuals who have indirectly contributed to the creation of IP by creators. In case the external enabler is not there, the 10% shall be assigned to the University.

#### **9.2.4 Utilization of the Revenue Distributed to University and Respective Units**

The funds to be distributed to University and the Units specified in section 9.2.3 of these Guidelines shall be utilized for activities relating to commercialization and maintenance of IPR, capacity building in the area of IP protection and any other academic/research activity, including promotion of further innovations. Any spending or procurement shall be done in

accordance to the University frameworks for funding various activities and their accountability.

### **9.3 Other Incentives**

The University shall give consideration, on a case-by-case basis, to the provision of other incentives, where monetary benefits (revenues) are not available or where the innovator/enabler opts for other benefits *in lieu of* revenue sharing, which may only be realised in due course.

**9.3.1 Career Development:** In line with the University Guidelines for staff evaluation and career development, UDSM shall provide career growth and development opportunities for staff members in their professional and personal capacity including:

**9.3.1.1** Recognition of IP generation and commercialization performance in the performance appraisal forms.

**9.3.1.2** Opportunities for capacity development through, for example, specific training opportunities, sabbaticals, and local and international exchanges in their relevant research field or in the field of IP management and knowledge transfer.

**9.3.1.3** Other forms of rewards including but not limited to certificates of recognition.

### **9.4 Research and Innovation Funds**

The University will promote, source and/or facilitate collaborative arrangements with industry partners through the IPMO, to secure funding for further research for the creators/enablers.

## **10. CONFLICT OF INTEREST**

### **10.1 Best Interests of the University**

Staff members and visitors have a primary professional obligation to act in the best interests of the University. They should avoid situations where external interests could significantly and negatively affect their work ethic and research integrity.

## **10.2 Agreements with External Parties**

It is the responsibility of all staff members and visitors to ensure that their agreements with external parties do not conflict with their duties and responsibilities stipulated in the UDSM IP Policy and these Guidelines. This provision shall apply in particular to consultancy and other research service agreements concluded with external parties. Each individual should make his/her duties and responsibilities clear to those with whom such agreements may be made and should ensure that they are provided with a copy of these Guidelines.

## **10.3 Disclosure of External Activities and Financial Interests**

Staff members and visitors shall promptly report all potential and existing conflict of Interest (COI) or Conflict of Commitment (COC) to the IPMO in compliance with applicable UDSM Guidelines. The IPMO shall be responsible for resolving the conflict or reaching a solution satisfactory to all parties concerned.

# **11. DISPUTES RESOLUTION**

## **11.1 Violation**

Breach of the provisions of the Guidelines shall be dealt with under the normal procedures of the University, and in accordance with the relevant provisions of laws and regulations in force.

## **11.2 General Principles**

The IP Policy Provides for general principles of dispute resolutions as follows:

**11.2.1** All disputes relating to IP shall be resolved amicably in the spirit of supporting and furthering the interest of the public.

**11.2.2** Dispute resolution with regard to IP shall be handled by the IPMO in conjunction with an ad-hoc committee formed by the DVC-Research.

**11.2.3** DVC-Research shall chair the committee/panel and other members shall include; the IP Manager, Chief Corporate Counsel and Secretary to Counsel, the Dean/Head of Department/ Institute where the dispute is originating, the author/inventor, and a neutral

member who is versed with IP legal issues appointed by the Vice Chancellor (VC) from any Department at the UDSM, or outside should the circumstances so necessitate.

**11.2.4** Where the dispute involves a research student, the ad-hoc committee shall include a representative of the Student's Organization to be appointed by the VC.

**11.2.5** Where the dispute involves a non-academic member of staff, the ad-hoc committee shall include non-academic staff members appointed by the VC.

### **11.3 Appeal**

Individuals covered by these Guidelines shall have the right to appeal the application of any aspect of the Guidelines to the IP Committee. Where a party is not satisfied with the decision of the Committee, s/he may appeal to the Senate of UDSM, and then thereafter to the Council, whose decision shall be final and conclusive.

## **12. AMENDMENT**

These Guidelines may be amended at any time by the Council. In such case:

- a. All IP disclosed on or *after* the effective date of such amendment shall be governed by the Guidelines as amended.
- b. All IP disclosed *prior* to the effective date of the amendment shall be governed by these Guidelines prior to such amendment, provided that the provisions of the Guidelines (as amended) shall apply to all IP licensed or otherwise commercialized on or after the effective date of any such amendment regardless of when the IP is disclosed.

## ANNEXES

Form 01- UDSM-IPIF

# UNIVERSITY OF DAR ES SALAAM

## OFFICE OF THE DEPUTY VICE CHANCELLOR - RESEARCH

P. O. BOX 35091 DAR ES SALAAM TANZANIA

General Line: +255 22 2410500-8 Ext. 2087

Direct Line: +255 22 2410743



E-mail: [dvc.research@udsm.ac.tz](mailto:dvc.research@udsm.ac.tz)

Website: [www.udsm.ac.tz](http://www.udsm.ac.tz)

### INTELLECTUAL ASSET IDENTIFICATION FORM<sup>3</sup>

Name of the person filing this form: \_\_\_\_\_

College/School/Institute: \_\_\_\_\_

Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_ Type of asset<sup>4</sup> \_\_\_\_\_

Others working with you: \_\_\_\_\_

*NB: Whenever a need be use additional sheets*

#### 1. Description of technology and suggested scope:

Title of the asset

\_\_\_\_\_

How would you characterize the stage of the technology (Tick appropriate stage below)

<sup>3</sup> An intellectual asset is a new creation that has required human thought. In this context, an asset is for example, any idea or concept, publication, model, innovation, data, database that is useful.

<sup>4</sup> The type of asset would be for example a software application, data, database, innovation, (method, machine, composition), germplasm or a publication.



#Concept #Reduced to practise #Working prototype (If yes, Documentation Y or N)

2. What is the problem you are trying to address?

3. What is your solution to this problem?

4. Who would be the intended user of this asset?

**5. Novel features:**

Are there other solutions to the problem? If so please describe and list who is working on these solutions?

How does your solution differ from these other solutions?

**6. Date of conception**

What is the date when the basis of this asset was first conceived?

Do you have this information in a UDSM Research Notebook or is it documented elsewhere?

7. Project inputs and sources (including funding) used:
8. 3 <sup>rd</sup> party inputs and sources used:
9. Collaborators that contributed to the conceptual idea:
<p><b>10. Public disclosure of your asset:</b></p> <p>Have you described your solution to anyone outside your group?</p> <p>If yes, please give date, place and circumstances you disclosed this</p>

# UNIVERSITY OF DAR ES SALAAM

## OFFICE OF THE DEPUTY VICE CHANCELLOR - RESEARCH

P. O. BOX 35091 DAR ES SALAAM TANZANIA

General Line: +255 22 2410500-8 Ext. 2087

Direct Line: +255 22 2410743



E-mail: [dvc.research@udsm.ac.tz](mailto:dvc.research@udsm.ac.tz)

Website: [www.udsm.ac.tz](http://www.udsm.ac.tz)

### MATERIAL TRANSFER AGREEMENT

#### THE PARTIES

This Material Transfer Agreement (MTA) will govern the exchange of materials between the parties named here under:

1. University of Dar es Salaam (Provider), and
2. .... (Recipient)

Hereinafter referred to as Party or Parties in singular and plural usage as indicated by context.

#### PREAMBLE

WHEREAS, the Provider is a lawful owner of the biological materials and inventions thereto, namely [xxxxxxxxxxxxxx], and

WHEREAS, the Recipient is desirous of using the said materials for further research and testing at [name the place/locality].

#### THE PARTIES THEREFORE AGREE AS FOLLOWS:

##### 1 PURPOSE

This MTA is made pursuant to a mutually agreed framework between the Parties for [name the purpose of the exchange]

##### 2 OWNERSHIP

- 2.1 Material exchanged in accordance with this MTA including any Material contained or incorporated in modifications, wherever located, shall at all times be the property of the Provider and shall not be used by, or transferred to third parties without the knowledge, consent and written authorization of the Provider.
- 2.2 The ownership of any new intellectual property derived from Material transferred under this MTA shall be mutually agreed by the parties. All modifications of Material developed jointly by the Parties shall be jointly owned.

- 2.3 In the case of modifications of material provided under this agreement, the Recipient shall grant the Provider a non-exclusive, world-wide, royalty-free right to use for its internal research purposes only and/or for other non-commercial academic activities. For avoidance of doubt, the use granted under this sub-clause is for non-commercial purposes only.

### **3 CONDITIONS FOR USE OF MATERIAL**

- 3.1 Unless otherwise agreed between the Parties, any Material transferred under this MTA is to be used solely for Research Project namely: {Name of the Project}
- 3.2 If the Recipient wishes to use the Material in any other way, other than described in the Research Project, the Recipient must seek written authorization from the Provider.
- 3.3 Each Party shall comply with the terms of this MTA and shall ensure that its staff including but not limited to scientists, technical staff as well as students are aware of, and comply with the provisions of this MTA.

### **4 CONFIDENTIAL INFORMATION**

- 4.1 **“Confidential Information”** means all confidential or proprietary information or materials directly relating to the Research Project however disclosed by any Party, whether disclosed in writing, orally, or visually, including, without limitation, inventions, methods, plans, processes, specifications, know-how, compounds, business plans, financial statements, cost information, or technical information relating to the data generated in the Research Project.
- 4.2 The Parties shall hold in confidence, and shall not disclose to any third party other than their employees, agents and consultants, any Proprietary and/or Confidential Information of the other Party. The Parties shall only disclose Proprietary and/or Confidential Information received or generated under this MTA to those of its employees, agents and consultants who have a need to know such Proprietary and/or Confidential Information in the course of the performance of their duties.
- 4.3 The obligations specified in Clause 4.2 above shall not apply, and the Parties shall have no further obligations hereunder with respect to any Proprietary and/or Confidential Information, to the extent that such Confidential Information is:
- 4.3.1 possessed by a Party, other than through prior disclosure by the disclosing other Party, prior to the commencement of dealings between the Parties as evidenced by the Parties’ written records and which was not acquired directly or indirectly from the other Party;
- 4.3.2 in the public domain at the time of disclosure;
- 4.3.3 already published or available to the general public after disclosure, otherwise than through a breach of this Agreement;
- 4.3.4 obtained by a Party from a third party with a valid right to disclose such Information, provided that the said third party is not under a confidentiality obligation to any of the Parties or any other third party;
- 4.3.5 independently developed by employees of a Party which had no knowledge of the other Party’s information as shown by relevant documentary evidence; or
- 4.3.6 required to be disclosed via a competent legal process

- 4.4 The Parties shall protect, store and handle the Proprietary and/or Confidential Information in such a way as to prevent unauthorized disclosure and unwarranted access, acting always in accordance with prudent commercial practice and having utmost regard for the sensitivity of the Proprietary and/or Confidential Information.
- 4.5 The above obligations of confidentiality shall survive the expiry or termination of this MTA and continue for a period of five years after the date of termination.

## **5 INTELLECTUAL PROPERTY**

Any intellectual property derived in whole or in part as a result of use of Material shall be protected, exploited or otherwise used in accordance with the provisions of the UDSM Intellectual Property Policy, 2008. At all times, the interest of the Provider shall be preserved.

## **6 DURATION OF THE AGREEMENT**

Unless otherwise renewed, this Agreement shall be valid until {Agreement end date}

## **7 TERMINATION**

- 7.1 Unless otherwise agreed, this MTA shall terminate at {Termination Date}
- 7.2 The Parties shall remain bound to each other by the terms applicable to the Material obtained in the pursuance of the purposes of this MTA and any modifications thereof, in accordance with Paragraph 8 of this Agreement.
- 7.3 The Parties shall discontinue their use of the Material and return any remaining Material to the Provider, where such return is not practical the Parties shall destroy such Material.
- 7.4 If for any reason, any of the Parties wishes to terminate this Agreement before the completion of the Research Project each of the Parties agree that they shall give written notice of six months (6) to the other Parties so as to enable the completion of ongoing research. Such written notice shall be provided to each of the designated Parties' representatives that are signatories to this Agreement.

## **8 SETTLEMENT OF DISPUTES**

- 8.1 Any disputes which arise between Parties during the performance of MTA shall be amicably settled;
- 8.2 In case the amicable settlement fails, parties may opt for arbitration as per the arbitration laws governing in Tanzania.

## **9 MISCELLANEOUS**

- 9.1 The Parties acknowledge that the Material provided in pursuance of the purpose of this Agreement may have characteristics that are unknown or difficult to determine and which may be potentially hazardous. None of the parties makes warranties, express or implied, as to the safety, quality, viability or purity of the biological material, or its merchantability or fitness for any particular purpose.
- 9.2 No variation or amendment to this MTA shall be effective unless in writing and signed by authorized representatives of each member.

- 9.3 If any provision of this MTA shall be held to be invalid, such invalidity shall not affect any other provision of this MTA, but the remainder hereof shall be effective as though such invalid provisions had not been contained herein.
- 9.4 Failure by any Party to exercise its rights under this MTA shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this MTA unless stated to be such in a writing signed by an authorized representative of the said Party and duly communicated to the other Parties.

**AGREED TO, UNDERSTOOD AND ACCEPTED BY:**

**Name of Recipient:** .....

Signature:

Date:

**Witnessed by:**

Name:

Signature:

Date: .....

**Name of Provider:** .....

Signature:

Date:

**Witnessed by:**

Name:

Signature: .....

Date: .....

# UNIVERSITY OF DAR ES SALAAM

## OFFICE OF THE DEPUTY VICE CHANCELLOR - RESEARCH

P. O. BOX 35091 DAR ES SALAAM TANZANIA

General Line: +255 22 2410500-8 Ext. 2087

Direct Line: +255 22 2410743



E-mail: dvc.research@udsm.ac.tz

Website: www.udsm.ac.tz

### NON-DISCLOSURE AGREEMENT

#### A: AGREEMENT

**I. THE PARTIES.** This Patent/Invention Non-Disclosure Agreement, hereinafter known as the “Agreement”, is created on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between \_\_\_\_\_, hereinafter known as the “Disclosing Party”, and \_\_\_\_\_, hereinafter known as the “Receiving Party”.

The Disclosing Party and Receiving Party wish to discuss and exchange certain items and information related to business programs, products, services, applications, systems, components, technologies, and business topics (the “Invention”) which the parties hereto consider highly confidential and proprietary.

NOW THEREFORE, the parties hereto, intending to be legally bound in consideration of the mutual covenants and agreements set forth herein, hereby agree as follows:

#### II. TERMS & DEFINITIONS.

- a. **“Invention”** shall mean all information relating to ideas/concepts, business programs, products, services, applications, systems, components, technologies, and business topics.
- b. **“Confidential Information”** shall mean all information provided by the Disclosing Party with respect to the Invention regardless of whether it is written, oral, audio tapes, video tapes, computer discs, machines, prototypes, designs, specifications, articles of manufacture, drawings, human or machine-readable documents. Confidential Information shall also include all information related to the Invention provided by Disclosing Party to Receiving Party prior to the signing of this Agreement. Confidential Information shall not include any of the following:
  - such information in the public domain at the time of the disclosure, or subsequently comes within the public domain without fault of the Receiving Party;
  - such information which was in the possession of Receiving Party at the time of disclosure that may be demonstrated by business records of Receiving Party and was not acquired, directly or indirectly, from Disclosing Party; or

- such information which the Receiving Party acquired after the time of disclosure from a third party who did not require the Receiving Party to hold the same in confidence and who did not acquire such technical information from the Disclosing Party.
- c. **“Disclosing Party”** shall mean the party disclosing information to the other relating to the Invention or simply Team Member involved in the Project.
- d. **“Receiving Party”** shall mean the party receiving information from the other relating to the Invention or simply “ALL TEAM MEMBERS who will be represented by Project Investigator (PI)”.

**III. USE OF CONFIDENTIAL INFORMATION.** The Receiving Party agrees to:

- a. receive and maintain the Confidential Information in confidence;
- b. examine the Confidential Information at its own expense;
- c. not reproduce the Confidential Information or any part thereof without the express written consent of Disclosing Party;
- d. not, directly or indirectly, make known, divulge, publish or communicate the Confidential Information to any person, firm, or corporation without the express written consent of Disclosing Party;
- e. limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from the Disclosing Party to those officers and employees, if any, of the Receiving Party who have a need to know and an obligation to protect it;
- f. not use or utilize the Confidential Information without the express written consent of Disclosing Party;
- g. not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus, or device similar to any method, integrated system, apparatus, or device embodied in the Confidential Information unless expressly authorized in writing by Disclosing Party; and
- h. utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or the like.

**IV. ENFORCEMENT.** The Receiving Party acknowledges and agrees that due to the unique and sensitive nature of the Confidential Information related to the Innovation, any breach of this Agreement would cause irreparable harm for which damages and or equitable relief may be sought. The team shall be entitled to all remedies available at law.

**V. NON-ASSIGNABLE.** This Agreement shall be non-assignable by the Receiving Party unless prior written consent of the Disclosing Party is received. If this Agreement is assigned or otherwise transferred, it shall be binding on all successors and assigns.

**VI. TIME-PERIOD.** This Confidential Information that is shared may not be disclosed by the Receiving Party to any 3<sup>rd</sup> party unless the information has been made public or written permission has been given by the Disclosing Party.



**VII. GOVERNING LAW.** This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions) shall be governed by and construed in accordance with the laws of the United Republic of TANZANIA, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary, and without the aid of any canon, custom or rule of law requiring construction against the draughtsman.

**VIII. NO LICENSE.** Neither party does, by virtue of disclosure of the Confidential Information, grant, either expressly or by implication, estoppel or otherwise, any right or license to any patent, trade secret, invention, innovation, trademark, copyright, or other intellectual property right.

**IX. BINDING NATURE.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

**XI. SEVERABILITY.** The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

**XII. ENTIRE AGREEMENT.** This Agreement sets forth all covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them.

**Disclosing Party's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Receiving Party's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**WITNESS**

**Legal Expert's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name** \_\_\_\_\_

B: In consideration for such disclosure by the Discloser, the Recipient agrees that all Confidential and/or Proprietary Information disclosed in the thesis/dissertation, during the viva voce examination or any other circumstances requiring disclosure shall be governed by the following terms and conditions.

Now it is hereby agreed as follows:

## **1. DEFINITION**

“Confidential and/or Proprietary Information” shall, mean without limitation, documents, specifications, drawings, designs, computer software, know-how and other information (whether oral, written or in some other form) disclosed by the Discloser hereunder.

## **2. CONFIDENTIALITY AND OBLIGATIONS**

The Recipient shall undertake, with respect to such Confidential and/or Proprietary Information:

- a) To use the information received exclusively for the PURPOSE it was sent for, unless otherwise expressly agreed to in writing by the disclosing party, shall be kept confidential by the Recipient with the same degree of care as is used with respect to the Recipient’s own equally important confidential information to avoid disclosure to any third party, but at least with reasonable care.
- c) To maintain it in confidence until it is publicly announced and made publicly available by the Discloser
- d) Not to disclose it to any third party, without the prior written consent of the Discloser;
- e) To restrict disclosure to those who need to know it for the purpose of the examination only; who shall be informed of the confidential nature of the information and required to observe the terms of this agreement;
- d) To return to the Discloser on request all confidential information which is in physical form and destroy any other records (including those in electronic form).

## **3. PUBLIC DOMAIN**

The provisions of this Agreement shall not apply with respect to any information received by the Recipient from the Discloser which:

- a) was already known to the Recipient before the date of receipt of the information and was not obtained from the Discloser ;or
- b) becomes part of the public domain without breach of this Agreement
- c) Lawfully comes into the recipient’s possession from a third party free from any confidentiality restriction.
- d) is required by law, regulation or court order to be disclosed, provided that any disclosure should be limited to the minimum required bylaw

## **4 LAW**

This Agreement shall be construed in accordance with the laws of the United Republic of Tanzania and the

Courts and relevant adjudication bodies in Tanzania shall have jurisdiction.

EXECUTED BY THE PARTIES HERETO:

.....

Signed for and on behalf of the University of Dar es Salaam (the Discloser)

Name:

Position:

Institution:

Date:

.....

Signed by the Examiner (the Recipient)

Name: Position:

Institution:

Date:

# UNIVERSITY OF DAR ES SALAAM

## OFFICE OF THE DEPUTY VICE CHANCELLOR - RESEARCH

P. O. BOX 35091 DAR ES SALAAM TANZANIA

**General Line:** +255 22 2410500-8 Ext. 2087

**Direct Line:** +255 22 2410743



**E-mail:** dvc.research@udsm.ac.tz

**Website:** www.udsm.ac.tz

### INTELLECTUAL PROPERTY DISCLOSURE

(Use Additional Sheets as Necessary)

~ Patent ~ Copyright

#### A. Disclosure

To protect intellectual property, it is essential that facts connected therewith be provable. Therefore, all original drawings, notebooks, data, samples, records, etc., no matter how simple, should be dated, signed by the inventor(s), witnessed, and carefully preserved.

1. Inventor(s) name, campus address, telephone number, academic title, and percentage contribution of each inventor to the invention or improvement:

<u>Name</u>	<u>Address</u>	<u>Phone</u>	<u>Title</u>	<u>Contribution</u> (%)

2. Descriptive title of the intellectual property:

---



---

3. Source of support funds at the time of discovery and during subsequent developmental phases (give grant number, years of funding, and source of money):

---



---

4. Date, place and circumstances of first public disclosure (meetings, abstracts, or publications):

---

---

5. Publications pertaining to the intellectual property (include manuscripts for publication (submitted or not), theses, reports, preprints, reprints, news releases, feature articles, and items from internal publications. List with publication dates and attached copies insofar as possible):

---

---

6. Related patents or other publications known to the inventor:

---

---

7. Companies that might be interested in further development of the intellectual property.

---

---

---

#### B. Description

8. General purpose and objectives of the intellectual property:

---

---

9. History:

Date of conception: \_\_\_\_\_

Date of reduction to practice: \_\_\_\_\_

10. Description and operation (enclose sketches, drawings, photographs, and other materials that help illustrate the description. In the description, use reference characters to refer to components in attached illustrations):

---

---

11. Advantages and new features (state the advantages over old methods, and the features believed to be new. Define potential benefits and commercial uses of the intellectual property):

---

---

12. Disadvantages or limitations. (Indicate disadvantages or limitations of the intellectual property—can they be overcome? If so, how?):

---

---

13. List keywords/phrases for your discovery to aid in computer search for existing patents or copyright.

---

---

Signature(s) of Inventor(s):

_____ Inventor	_____ Date
_____ Inventor	_____ Date
_____ Inventor	_____ Date
_____ Inventor	_____ Date

The undersigned certify that they have read and understood the information contained in this form and in the accompanying documents:

_____ Witness	_____ Date
_____ Witness	_____ Date
_____ Witness	_____ Date
_____ Witness	_____ Date

**NOTE:** Please return this completed form to the Intellectual Properties Management Office (IPMO)

