

# MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES



## INTELLECTUAL PROPERTY POLICY AND GUIDELINES

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## **PREFACE**

MUHAS, like other centers of higher learning, is a place for discovery of new knowledge meant for public use. Through the wealth of research done by students, research fellows, faculty and visiting scientists, MUHAS generates a substantial amount of new knowledge each year. These vast treasures of knowledge constitute the Intellectual Property (IP) output of our University. It is therefore important for the University to set defined policy and guidelines that will govern the processes of generation and dissemination of created knowledge for public use through Technology Transfer. In 2011, the University published its first Intellectual Property Policy and Guidelines. The current document therefore reviews the preceding one and puts forward contemporary recommendations regarding IP procedures at MUHAS.

The rules and procedures presented in this document are intended to; promote and streamline research at MUHAS; safeguard interests of researchers and those of the University; and assist both the researchers and University navigate through the national and international legal and procedural requirements necessary for the protection and commercialization of IP emanating from research activities at the University. It is my hope that all stakeholders will familiarize with these rules for furtherance of research and progress of our University.

The Deputy Vice Chancellor – Academic, Research and Consultancy

June, 2020

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## **1. PURPOSE AND CONTEXT**

### **1.1 Introduction**

The mission of Muhimbili University of Health and Allied Sciences (MUHAS) is to provide quality training, research and services in health-related fields for the attainment of equitable socio-economic development of the Tanzanian community and beyond. In the context of pursuing its mission therefore, the University shall support and encourage efforts directed towards bringing the fruits of its teaching, service and research in the diverse fields to public use and benefit. In this endeavor, the University written documents, or any literary work and published results of research and its inventions, discoveries and other works will be made available for the common good. In many cases, publication of research results and other scholarly works will be sufficient to serve this purpose. In other cases, it will be necessary to secure protection of the University Intellectual Property (IP) and encourage commerce and industry to invest their resources in developing and distributing products and processes for public use. This will require protection and regulations for Technology Transfer.

### **1.2 Background**

The Policy is intended to provide the structure and procedures through which inventions, discoveries, documents and any other literary work made in the course of research and other activities at the University are made available to the public through the transfer of technology. This policy will assist the creators of IP and the University in identifying the most appropriate ways of protecting, disseminating and commercializing IP. The Standard Operating Procedures (SOPs) as well as relevant forms for operationalization of the MUHAS IPR Policy are included as appendices I - V in this document.

The policy is in line with other existing University policy guidelines, including; MUHAS Undergraduate and Postgraduate Prospectus, MUHAS General Regulations and Guidelines for Postgraduate Programmes - 2016, MUHAS Research Policy Guidelines - 2011 , MUHAS ICT Policy – 2014, MUHAS Institutional Repository Policy – 2012 and MUHAS Guidelines on Conflict of Interest and Research Integrity - 2011. The policy is also in agreement with national legislations on protection of IP, including; The Constitution of the United Republic of Tanzania – 1977, The Copyright And Neighbouring rights Act – 1999, The Patent Act – 1987, The Trade and Service Marks Act – 1986 and The National Industries (Licensing and Registration) Act – 2002.

Furthermore, the policy is consistent with rules and regulations of the regional and international IP treaties and Conventions that Tanzania acceded in indicated years, including; The Patent Cooperation Treaty (PCT) – 1999, Paris Convention for the Protection of Industrial Property – 1963, Berne Convention for the Protection of Literary and Artistic works – 1994, African Regional Intellectual Property Organization (ARIPO) -1983 and World Intellectual Property Organization (WIPO) – 1983.

### **1.3 Policy Objectives**

- i. To promote awareness on intellectual property rights and procedures among researchers at the University
- ii. To ensure legal certainties within research and technology-based relationships among researchers, university and the third parties
- iii. To provide an organizational structure and procedures through which documents, publications, inventions and discoveries made in the course of the University research and other activities are identified, protected and are made readily available to the public through channels of commerce
- iv. To establish standards for determining IP ownership, the rights and obligations of the University, creators of IP and their sponsors with respect to inventions, discoveries and works created at the University
- v. To enhance the reputation of the University as an academic research institution by pursuing the highest standards in dealing with outside parties, including proper management of conflicts of interest in the process of commercializing IP created at the University.

### **1.4 Scope of Application**

This Policy applies to the University staff, undergraduate students, postgraduate students, post-doctoral fellows and non-employees (including visiting staff, affiliates and adjunct staff, industrial personnel, research fellows etc.). This Policy will cover and protect the following types of IP: - Patents, copyrights, industrial designs, trade and service marks, trade secrets, utility model, new plant varieties, geographical indications and other unprotected materials including data sets.

## **2. DEFINITIONS**

In this policy, the following key definitions are applied as follows:

**Advanced stage IP:** Means IP at a later stage of development where it is ready for filing for protection. For Inventions, this is typically a stage where modest validation has been done (that is, laboratory as well as working/reproduction prototypes are available), the product meets regulatory standards, several successful proof-of-concept trials have been conducted and a complete list of supported Invention claims has been finalized. For copyrightable materials, this stage corresponds to when near-final copies of the manuscript, book, film etc. are made. At this stage, the IP is ready to be filed for protection and subsequently enter commercialization.

**Assignment:** The transfer of IP rights and title in writing with the result that the assignee is vested with rights of ownership. IPR may be assigned to the University, or to other parties pursuant to a Research or License Agreement.

**Commercial Venture:** A start-up company, partnership, joint venture, corporation or any other enterprise entity that has obtained a License to The University technology in exchange for equity in the enterprise entity.

**Company:** Means a corporation or a business enterprise.

**Conception:** Creation in the Inventor's mind of a new and useful way to solve a problem; the act of visualizing an invention, complete in all essential detail. Conception occurs when a solution is formulated, not when a problem is recognized. Conception is the unequivocal mental discovery of an invention.

**Confidentiality Agreement:** Separate agreement between disclosing and recipient parties, or a term in a Research Contract or License Agreement. When the information is disclosed by a company to The University employee, he/she is personally bound not to release the information unless expressly permitted by the company. When information is disclosed by a University employee to a company, the company is prevented from using the information without permission, and to protect the patentability of any invention, or trade value of other technology disclosed by The University, Inventor or Creator to the company.

**Confidential Disclosure:** Sharing of proprietary information (such as the description of an invention), which is protected against unauthorized disclosure by a Confidentiality Agreement between the disclosing and receiving parties.

**Conflict of Interest:** Two or more goals are advanced simultaneously, placing them in potential competition with each other. Productive interchange between The University, its academic staff, or other employees and the non-academic world may sometimes engender Conflicts of Interest, in which legitimate but disparate goals of the institution or of an individual employee may present difficult choices. If conflicts of interest cannot be avoided, they may be minimized, and The University policies and procedures for the disclosure and management of Conflicts of Interest will apply.

**Contract:** A legally binding mutual agreement between two or more parties in which an exchange of value occurs, and which obligates each party to certain duties covering this exchange. Those signing such an agreement must be authorized to bind the entity that they represent.

**Copyright:** Under Copyright law, Copyright exists in “original works of authorship” fixed in any tangible medium of expression, now known or later developed from which the work can be communicated in some manner. As provided in Copyright law, a Copyright owner has the exclusive right to reproduce the work, prepare derivative works, distribute by sale or otherwise, and display or perform the work publicly. Copyright does not protect mere ideas, concepts, procedures, systems, methods or principles. Copyright does protect the expression of ideas, concepts, etc., in the forms of a literary work, musical work, computer program, video, motion picture or sound recording, photography, sculpture, and so forth. The exclusive rights enumerated above are subject to certain statutory limitations including fair use, library and archival reproduction, and transfer of a particular book by its owner. Copyright vests initially in the author(s) of a work, or the employer if the work was made for hire. Generally, Copyright subsists from creation and endures for a term consisting of the life of the author plus fifty years. The duration is seventy- five years from the year of first publication for anonymous and pseudonymous works and works made for hire. Though Copyright vests automatically, certain steps must be taken to reserve some important rights against infringers: a notice must be displayed on all published and distributed copies of a Copyrighted work. The notice must contain the © symbol (copyright)

or © symbol (creative common - for works available on open access), the year of first publication, and an identification of the Copyright owner. The Copyright must be registered with the Copyright Office to reserve certain statutory remedies for infringement.

**Creator:** Person or persons, who may be academic staff, non- academic staff or student, either inventors or those who do not meet established legal standards of inventorship and thus may not be named on a Patent application, but who have participated in the creation of an invention, discovery or advancement of some technology.

**Creator's Laboratory:** University facilities, which provided the means and opportunity for experimentation, observation and/or practice in the creator's particular field of study.

**Creator's Share:** The proportion of net income, which is assigned to the creator as determined by The University policy. If there is more than one Creator, each receives an equal portion of the Creator's Share, unless the co-creators agree to a different distribution.

**Disclosure:** The sharing of information with one or more individuals. This can be in written form, verbal or through other means.

**Early stage IP:** This refers to IP during initial stages of development before it is ready to be filed for protection. For Inventions, early stage IP may correspond to a stage where only laboratory prototype is available (no product validation), regulatory requirements are not fully met and only one proof-of-concept study has been done. For copyrightable materials, early stage IP may refer to a stage where only the first draft of the manuscript, book, film etc. is available. Typically, early stage IP requires more time and work, therefore capital and technical investment through contract research and industry partnerships to support IP development.

**Enabling Disclosure:** A description of an Invention, in a Patent application or in a Publication, which could allow a person skilled in the art to replicate the Invention.

**Equity or Equity Shares:** Shares of common or preferred stock, warrants, options, convertible instruments, units of a limited partnership, or any other instrument conveying ownership interest in a Commercial Venture.



**Escrow:** This is a means to sequester tradable equity during the period of a high level Conflict of Interest, such as the ownership of more than 5% of the financial interest of a licensee company that also supports research in the laboratory of the Creator(s) of the licensed technology.

**Gross Income:** Funds obtained from commercialization of technology under a License Agreement. Gross Income may include license fees, milestone payments, minimum annual royalties earned or running royalties, equity, equipment, or reimbursement of patent expenses and fees. Does not include research support in a mixed purpose Research Contract/License Agreement.

**Income:** Funds received by The University under a License Agreement.

**Intellectual Property (IP):** Intellectual property (IP) refers to creations of the mind, such as inventions; literary and artistic works; designs; and symbols, names and images to which one has rights and for which one may apply for protection through a patent, copyright, trademark, etc. It may also be defined as a product of human inventivity and creativity. The formal protections provided by Patents, Copyrights or Trademarks might be used to preserve some IP from unauthorized use or misappropriation or seek remedies therefore. Secrecy and confidentiality may be used to sustain other properties. IP is created when something new and valuable has been conceived or developed, or when unusual, unexpected, or non-obvious results have been discovered with existing technology and which can be applied to some useful purpose. IP can be created by one person or co-created by several.

**Intellectual Property Right (IPR):** IPR is a legal right granted to owner(s) of the IP, giving them protection and exclusive rights over the use of their IP in forms of patents, copyrights, trademarks etc. IPR give moral and economic rights to creators for their creations, and gives the public rights to access those creations, thus promote creativity, dissemination and application of IP in a way that encourages fair trading and contributes to economic and social development.

**Invention:** A creation of IP, which did not exist previously. Also, more specifically, the Conception and reduction to practice of a useful, novel and non-obvious product or process, or improvement thereon, for which a Patent may be obtained.

**Invention Disclosure:** A formal (written) description of an Invention that is confidentially made by the Inventor to the employer. This should be an enabling one to include the details as to co-inventors and funding sources and should be sent to IP Unit by the Inventor. Such a Disclosure is the “first alert” to The University that an invention has been made. Invention Disclosure is made by filing-in “MUHAS IP Disclosure Form” (Appendix III).

**Inventor:** One who makes a creative contribution to the inventive thought or to the result of an Invention.

**License:** A License is a Contract, which awards to a party other than the owner(s) of the IP the right to make, use, sell, or import products or services based on the owner’s IP.

**License Agreement:** A License is frequently called a License Agreement.

**License Fee:** The money paid by a licensee to the licensor at the time license is signed.

**Material Transfer Agreement:** Is a contract, which covers the transfer of proprietary tangible property, often-biological materials. May cover materials coming into The University from academic or industrial sources, or may cover materials going out of The University to academic or industrial recipients. Negotiated terms of such agreements may cover the use of the original materials, materials produced by replication of the original sample and modifications of the original materials. Points of contention in negotiations include preservation of publication rights, preservation of ownership, disposition of liability arising from hazardous materials and ownership of new inventions arising from the use of the materials. Material Transfer Agreements (MTAs) may significantly affect the ability of the staff to collaborate with or accept funding from unrelated parties.

**Net Income:** Net Income is Gross Income less un-reimbursed University expenses for Patent prosecution and licensing expenses associated with a particular License Agreement (e.g., travel made expressly to negotiate a particular License Agreement). Net Income may be subject to sharing with Inventors and Creators and is distributed in accordance with The University policy.

**Patent:** A Patent is a grant, which gives the owner of an invention, covered by the Patent the right to exclude all others from making, using, selling or importing the invention in the country. To qualify for Patent protection, an Invention must comprise a machine, article of manufacture, process, a test, and composition of matter or some improvement on those. It must be deemed useful, novel and non-obvious to one skilled in the art, and must not have been in public use or on sale or described in a Publication as defined below, anywhere in the world for more than one year prior to the filing date.

**Publication:** As related to Inventions and Patents, a Publication is a public Enabling Disclosure of an Invention, and may be verbal or printed. Printed Publications include abstracts, student theses and in certain instances, grant proposals, whether funded or unfunded. A public Enabling Disclosure is a non-privileged, non-confidential communication. Such a Publication may jeopardize the ability to obtain a Patent. Publication usually limits the potential Patent. Therefore, publications should be done after filing for a patent application.

**Research Contract or Agreement:** A separate agreement to fund and conduct research, which may or may not be related to licensed technology.

**Royalties:** Royalties are compensation for rights in IP and are usually expressed as a percentage of revenue received by the licensee from sales of a product.

**Significant use of University Resources:** This is defined as the use of all tangible resources made available by the university to an inventor including: office, laboratory and equipment; computer hardware, software and support; secretarial services; research, teaching and laboratory assistants; supplies and utilities; funding for research and teaching activities, travel and other funding or reimbursements. University resources may not include salary, insurance or retirement plan contribution to or for the benefit of the inventor.

**Tangible Property:** Tangible Property is anything having a physical embodiment (e.g., cell-lines, compositions of matter) whether or not patentable or copyrightable.

**Third Party:** In this context, third party shall refer to any person or entity, other than the primary IP creator and institution where he/she is affiliated, that is interested in exploiting the IP. The third party may be an organization that provides research funds towards development of the IP or one that is interested in commercializing the IP after it is fully developed and protected. The third party may be granted access or ownership of the IPR through licensing or assignment depending on the details of the contract agreements.

**Trademark:** A trade or service mark consists of a word, symbol, phrase or design, or combination of these, and exists for the exclusive use of the holder in identifying the source of a product or service. Marks are identified by the symbols ® or SM. Marks have no necessary relation to Invention or discovery. Unlike Patents and Copyrights, marks can exist for an indefinite time.

**Trade Secret:** Trade Secrets comprise confidential data, information or compilations used in research, business, commerce or industry. The information may include confidential scientific and technical data and business, commercial or financial information not publicly known which is useful in an enterprise and that confers competitive advantage on one having a right to use such information. The secrecy of the information must be maintained to conserve its Trade Secret status. Trade Secret information may be disclosed or shared under the terms of a Confidentiality Agreement. Confidential information may be created in sponsored research projects; the sponsor will generally require The University and the Creator to preserve the secrecy of the information. Trade Secrets may be vital to the practice of patented Inventions and other innovations. Trade Secret information may have considerable value by itself or in conjunction with other forms of IP. Government public contract law may apply to Trade Secrets in the form of technical data created under government funded research projects (Government Ownership Rights).

**Unpatented material and data sets:** In the context of this policy, the meaning of the word data is assumed to include data bases, the results of scientific measurements, the results of surveys, and the results of computational or experimental simulations, together with a documented description of the format or structure of the data set(s) which would allow a non-originator to use them. Where appropriate (e.g., in scientific experimental measurements), such documentation should also include estimates of experimental uncertainties.

**A principal investigator (PI):** is the holder of an independent grant administered by a university and the lead researcher for the grant project, usually in the sciences, such as a laboratory study or a clinical trial.

### **3. POLICY STATEMENTS AND PROCEDURES**

#### **3.1 Policy Statement I**

The University shall promote awareness among researchers at MUHAS on IP rights and the relevant national and international IP regulations.

##### **3.1.1 Procedure**

- i. DRP shall execute an annual awareness raising program on IP rights for students, academic and supporting staff of the University through the use of University website, seminars, printed promotional materials, workshops and brief lectures by IP experts or other available means as circumstances dictate.
- ii. DRP shall work with DPGS and DUE to ensure that Schools/Institutes/Directorates and Colleges incorporate IP in teaching curricula.

#### **3.2 Policy Statement II**

The University shall ensure that legal certainties within research and technology-based relationships among researchers, university and the third parties are adhered to.

##### **3.2.1 Procedure**

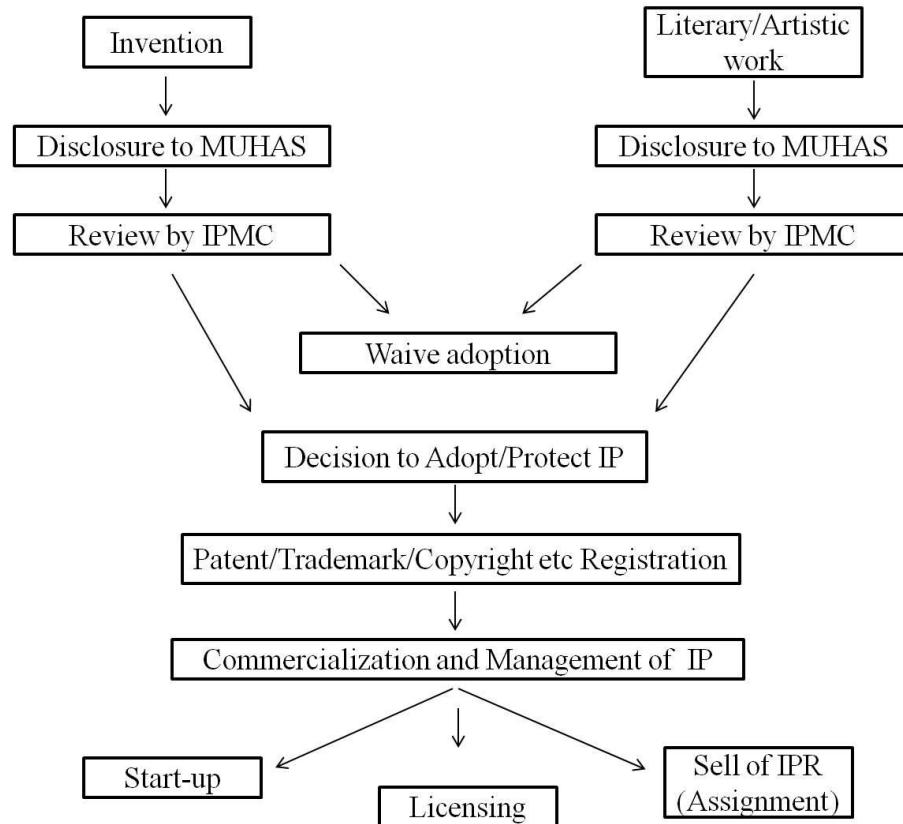
- i. Before commencement of any research activities at the University, the DRP and MUHAS legal officer shall ensure that researchers not employed by the University, including visiting researchers, sign an agreement to be bound by this Policy in respect of ownership of IP that shall be created in the course of their association with the University.
- ii. MUHAS employees working on collaborative research with other institutions shall be required to obtain approval from DRP before signing Research Agreement with collaborating institution(s). This is intended to safeguard University IP rights.
- iii. Both MUHAS employees and collaborators shall indicate adherence to MUHAS IPR guidelines during preparation of letter of intent to ensure compliance by the funder. The information shall also be checked during pre-award period.

#### **3.3 Policy Statement III**

The University shall provide an organizational structure and procedures through which documents, publications, inventions and discoveries made in the course of University research and other activities are identified, protected and are made readily available to the public through channels of commerce.

### 3.3.1 Procedure

- i. The IP Unit, under DRP, shall be the organ responsible for day-to-day administration of IP-related activities at MUHAS including receiving, evaluating, protecting and commercializing disclosed inventions and other IP's at the University. In doing so, the Standard Operating Procedures (SOPs; appendix I) and associated forms (appendix II-V) shall be in use. Schematic of IPR processes at MUHAS is shown in Figure 1.



**Figure 1: Schematic of IPR processes at MUHAS. Reportable literary works shall include books, documentaries and software, and exclude journal articles and conference abstracts.**

- ii. Executive decisions on all IP matters at the University, including decisions to protect and modality of commercializing specific IPR, shall be under the mandate of the Intellectual Property Management Committee (IPMC). The Director of Research and Publications (DRP) shall Chair the IPMC. The IPMC shall be constituted by the MUHAS Legal Officer, appointed academic members from the Schools/Institutes/Directorates/Colleges (preferably with research and innovation background), undergraduate and postgraduate student

representatives and IP technical expert. The latter should preferably come from MUHAS, but could be appointed in confidence by the DVC-ARC from industry, relevant ministries or other research and academic institutions in cases where such expertise does not exist at MUHAS. IPMC shall hold quarterly meetings and shall report to the University Senate through DVC-ARC.

- iii. IP disclosure to MUHAS: All IP, including inventions and works of authorship (including books, documentaries and software, but NOT journal articles and conference abstracts), shall be disclosed to IP Unit as soon as the IP is recognized by filing in the “IP Disclosure Form” (appendix II) regardless of MUHAS’s ownership interest, perceived patentability or marketability of the IP. The creator shall follow procedures, including manner and timeliness of disclosure of IP, as detailed in the SOP.
- iv. Premature IP disclosure to the public: The release of information on an invention to the public before patent application may disqualify an invention for patenting. Such premature disclosures include abstracts, poster sessions, shelved theses or even presentations describing an invention to an open audience, even if given by a person who is not the inventor. To safeguard protection of creator’s rights, all communications of unprotected IP materials to third party must be done in confidence using the “Confidential Disclosure Agreement Form” (appendix III). In cases where sharing of research samples may be required, the MUHAS “Material Transfer Agreement (MTA) Form” (Appendix V) must be used.
- v. On evaluation of IP for Protection, the IP Unit shall NOT evaluate the scholarly or scientific content of the submitted IP, but rather shall focus on the IP value, University and creator’s share of ownership and options available for protection (such as patent, industrial design, trademark, copyright or trade secret) and commercialization. After review, the IP Unit shall make recommendations to the University (through IPMC) the appropriate form of IP protection as well as the potential for Technology Transfer through start-up, licensing or assignment. In cases where the required capacity is lacking, MUHAS may hire services of external providers during prior art search, economic evaluation, filing for IP protection and contract negotiation.
- vi. The IP Unit shall link with the relevant National (BRELA, COSOTA etc), Regional (ARIPO etc) as well as International IP agencies (WIPO, EPO, USPTO etc) in filing for IP protection depending on the nature and scope of protection desired for each specific IP. For inventions where patents are sought, it may be necessary to withhold publications until patent



applications have been filed to relevant authorities. The IPMC will communicate with the creator(s) regarding appropriate duration of time to withhold publications.

- vii. For protected ideas that are determined by IPMC to be of high commercial value, the University may use its Business Incubator to nurture business start-ups towards full commercialization.
- viii. The costs of evaluating disclosed IP, filing for IP protection and financing start-ups whenever appropriate shall be borne by either MUHAS (through creator's School/Institute/Directorate/College, department, DRP and/or MUHAS central funds) or solicited industry partner/research sponsor as determined by the IPMC.
- ix. Engagement of MUHAS funds shall depend on the availability of funds, scope of IPR owned by MUHAS as well as the public benefit and economic potential of the IPR in question.
- x. MUHAS may elect to protect IP even when its commercial value is unknown in order to preserve opportunities for commercialization in the future or when such protection is required by an outside sponsor.
- xi. In cases where MUHAS waives the right to adopt the IP, the University shall assign the IPR back to the creator in writing. However, in case of successful future venture of the IP outside of MUHAS, the University shall receive its share of royalties as agreed between the creator and University in "IP Revenue Sharing Agreement Form" (appendix IV). *Vice versa*, creators of IP to which MUHAS has no ownership may elect to assign IP to be managed by the University upon mutual agreement, provided that there is no conflict with the co-creators, sponsors, third party or applicable laws and regulations.

### **3.4 Policy Statement IV**

The University shall establish standards for determining ownership of IP, the rights and obligations of the University, creators of IP and their sponsors with respect to inventions, discoveries and works created at the University.

#### **3.4.1 Procedure**

**(a) Responsibilities of the creator(s):** Creator(s) of the IP;

- i. Shall be required to disclose inventions, discoveries and other new IP to IP Unit in a thorough and timely manner as stated above.

- ii. Shall abide by all commitments made in license, sponsored research and other agreements and comply with all laws and regulations related to government and private funded research.
- iii. Shall also provide such assistance as may be necessary throughout the technology transfer process to realize the goals and objectives set forth in these guidelines.
- iv. Shall properly consider, disclose and manage any possible conflicts of interest arising from agreements to commercialize IP.
- v. Upon request, shall provide to DRP assignments or other documents necessary to protect University ownership of the IP rights.

**(b) Responsibilities of the University:** The University, through the IPMC, shall establish processes for Technology Transfer to protect its IPR and to maximize the value of the IP to the staff and the University. To these ends, the IPMC, in consultation with the creator, may:

- i. Publish or advertise the technology, as it deems appropriate, after protection.
- ii. Assist the creator in finding a partner for the University or a sponsor for further development of IP.
- iii. Negotiate and manage agreements to the best advantage of the creator and the University, in consistency with the IP Policy and Guidelines.
- iv. Provide legal support as deemed necessary or desirable for all Technology Transfer activities and initiatives.
- v. Prepare legal instruments necessary to realize the technology transfer objectives.
- vi. Provide legal and administrative support following such realization as needed.
- vii. Manage conflicts of interest, including negotiating agreements, which are consistent with the University policy.

**(c) IP Ownership and Distribution of Royalties:** In the course of IP development, the University contributes resources and is therefore entitled to IP rights and royalties. University contribution may be moderate (such as use of office space, library, IT services and University name) or significant (such as use of University finances for IP development, protection or commercialization; use of University account system for grant management; engagement of University laboratory staff and use of laboratory

equipment). These will determine ownership and distribution of royalties emanating from IP as detailed below;

i. Copyrightable materials.

❖ If University contribution was **moderate**, MUHAS shall NOT claim ownership or royalties emanating from copyrights developed while the creator is employed by MUHAS. However, MUHAS shall retain perpetual non-exclusive and irrevocable rights to non-commercial reproduction and distribution of the copyright materials for teaching and research, including depositing the educational materials into Courseware and Institutional Repository.

❖ If the University contribution was **significant**, 50% of the net value and royalties emanating from copyright commercialization shall go to MUHAS and 50% to the creator(s). Net value shall be calculated after deduction of University overheads that went into IP development, protection or commercialization. Similarly, MUHAS shall retain non-exclusive and irrevocable rights to non-commercial reproduction and distribution of the copyright materials for teaching and research.

ii. Inventions: For inventions developed while the creator is employed by MUHAS, generally University contribution will be significant as resources such as laboratory equipment and laboratory staff will be used. Thus, 50% of the net IPR value and royalties emanating from IPR commercialization shall go to the creator(s) of IP and 50% shall be paid to MUHAS. In cases where particularly large amount of MUHAS resources were utilized, such as use of University finances in product development, filing for patents and business incubation, the royalties payable to MUHAS shall be higher than 50% as agreed between the creator(s) of IP and University.

iii. For IP created as work for hire (copyrightable materials, inventions etc), MUHAS shall own 100% of the IPR.

iv. The creator shall retain 100% ownership of IP developed outside of MUHAS and WITHOUT significant use of University resources, MUHAS name in grant application or advertisement of the product, MUHAS accounting facilities for grant administration, corporate, government or other external sponsorship administered by the University SO LONG AS such works were neither created under the

direction and control of the University, nor developed in the performance of a sponsored research or other third party agreement that involves MUHAS.

- v. Conditions in 3.4.1 iii (a) and (b) above shall still apply in cases where IPR is obtained after the creator is no longer employed by MUHAS, provided creation steps happened when he/she was still a MUHAS employee.
- vi. For IP emanating from research supported by external research funds, or which is subject to materials transfer agreement, confidential disclosure agreement or other legal obligations affecting IP ownership, the pre-determined IPR terms and conditions in the research contract shall apply. In absence of such agreements, then conditions 3.4.1 iii (a) and (b) above shall apply.
- vii. For IPR co-owned between the creator(s) and University (sections 3.4.1 iii (a) and (b) above), the creator shall NOT assign or license the IPR (copyrights, patents, trademarks etc) without the written consent of the University.
- viii. In all cases where IP rights and royalties are shared between creator(s) of the IP and the University, the “IP Revenue Sharing Agreement” form (appendix IV) must be used.
- ix. The University royalties (50%) shall be shared between the University central administration, DRP, respective Schools/Institute and departments as follows: 20% to University central administration, 15% to DRP, 5% to respective School/Institute/Directorate/College and 10% to the respective department.

**(d) Guidelines on Students’ Work**

- i. Students shall own copyright and any other IP that they make, discover or create in the course of their research. IP ownership and distribution of royalties shall be governed by the terms in contractual agreement in case where (i) the student has made significant use of the University resources (such as facilities or equipment), or (ii) the student received financial support from the University or another sponsor in the form of wages, salary, stipend or grant funds for the research, or (iii) the research is subject to materials transfer agreement, confidential disclosure agreement or other legal obligations that restricts ownership of the IP. In the absence of such terms, then conditions stipulated in sections 3.4.1 iii (a) and (b) above shall apply.

- ii. Students are first authors of publications based on their thesis or dissertation work.
- iii. For postgraduate students who need to publish as a graduation requirement, only a reasonable delay in publishing should be allowed while filing for patents. The policy shall not set a fixed time allowable for the delay, but reasonable judgment should be exercised by the supervisor after discussion with the student and consultation with the head of department and Dean/Director of School/Institute. In this case, the IPMC must be informed in writing, with endorsement of the agreed plan by all parties, including the student.
- iv. Publications coming from the thesis or commercial development of the thesis work must acknowledge appropriately all contributors to the work.
- v. The texts of all student theses and dissertation, and works derived from such works, are considered “exempted scholarly works”. The student will own copyright in the scholarly work subject to a royalty free license to the University to reproduce and publish. In certain cases where copyrights for published articles appended in student theses belong to the publisher, students must seek permission from publishers to append the articles in their theses. Students are supposed to sign the Intellectual Property Rights Contract and declare Copyrights in dissertations and theses following procedures outlined in the “General Regulations and Guidelines for Postgraduate Programmes”.

**(e) Guidelines on Authorship, Publication and Copyrighted Materials**

- i. In reporting scholarly research results, all authors of a publication must accept responsibility for the contents of the publication, and all members of the research team must ensure that appropriate credit is given for work done by all contributors.
- ii. Authors of a publication comprise all, and only those individuals who have made a significant intellectual or scholarly contribution to the work reported, and without whose contribution the work would not be complete. Authors are listed in the order of the significance of their contributions.
- iii. Copyright warning notice (symbol © for copyright or creative commons symbol © for works available on open access, year of first publication and an identification of the copyright owner) must be clearly marked on all print copies of published

materials, teaching materials and a similar notice must be displayed on the copies that will be made available on electronic platforms.

**(f) Guidelines on Sharing of Data**

- i. Members of the University have the right to protect and preserve exclusive access to their data for a reasonable period of time (defined by the norms of the discipline), and an obligation to make available to other scholars and non-commercial users, the data on which their work is based.
- ii. After completion of research, data on which the research work was based should be made available to other members of the University for royalty-free Non-commercial Use in teaching and research activities. Notwithstanding the above, members of the University have the collegial obligation to allow the owners(s) of such data a first opportunity to exploit those data for publishing. After its publication in the open literature, data on which research work is based on should be made available for royalty-free non-commercial use by anyone who requests it. The data must bear the appropriate copyright marks.
- iii. Exceptions to these rules are allowed only when the research is subject to confidentiality requirements due to contractual arrangements with a sponsoring agency, to delays associated with patent applications, or to University policy constraints on research involving human subjects or animals. In the case of contractual limitations, all collaborators must be made aware of, and agree in advance to such constraints.

The IP Unit shall, from time to time, review the sets of obligations and rights of the IP creator, MUHAS and research sponsors during IP development and its eventual commercialization.

**3.5 Policy Statement V**

The policy shall enhance the reputation of the University as an academic research institution by pursuing the highest standards in dealing with outside parties, including proper management of conflicts of interest in the process of commercializing IP created at the University.

**3.5.1 Procedure**

- i. The possibility of conflict of interest is inherent in the commercial development of IP. The MUHAS Guidelines on Conflict of Interest and Research Integrity, applicable to all

Schools/Institutes/Directorates and Colleges, shall be adopted by IPMC in managing conflicts of interest for staff engaged in research.

- ii. The management strategies for conflicts of interest will be graded according to the degree of perceived risk. Management strategies include (but are not limited to) disclosure to all parties, concurrent review and negotiation of all relevant agreements, escrow of equity, and/or divestiture. In the event a conflict of interest cannot be effectively managed, the University may be unable to enter into an agreement.

#### **4. POLICY STATUS**

This is a revised version of the Intellectual Property Policy and Guidelines. The original policy was developed in 2011.

#### **5. KEY STAKEHOLDERS**

- i. MUHAS faculty, Postgraduate students, adjunct faculty, research associates, research chairs, and other MUHAS affiliates personnel
- ii. Associated hospitals (MUHAS Academic Medical Center, Muhimbili National Hospital, Muhimbili Orthopedics Institute, Ocean Road Cancer Institute)
- iii. Development partners
- iv. Funding Organizations
- v. Adjunct staff

#### **6. APPROVAL DETAILS**

The university council shall approve the policy.

#### **7. ENDORSEMENT DETAILS**

The University Council approved the policy on the agenda item 50.5.7. in the minutes of the Council meeting number 50.5. on 23<sup>rd</sup> November 2018.

#### **8. RELATED LEGISLATION**

MUHAS Charter of Incorporation, February 2007;4 (ii), (k), (q)

## **9. RELATED POLICIES**

- i. Intellectual Property Policy and Guidelines (2011)
- ii. Research Policy Guidelines (2017)
- iii. Research Agenda (2012)

## **10. EFFECTIVE DATE FOR THE POLICY**

Unless otherwise determined by the approving body, the policy shall become effective from the date it is approved by the University Senate.

## **11. NEXT REVIEW DATE**

Three years after approval and when deemed necessary.

## **12. POLICY OWNER**

Muhimbili University of Health and Allied Sciences Council.

## **13. POLICY AUTHOR**

The Directorate of research and Publications of the University.

## **14. CONTACT PERSON**

Director of Research and Publications, Muhimbili University of Health and Allied Sciences, P.O. Box 65001, Dar es salaam, Tanzania. Email: [drp@muhas.ac.tz](mailto:drp@muhas.ac.tz)



**15. APPENDICES**

**APPENDIX I**

**MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES**

**DIRECTORATE OF RESEARCH AND PUBLICATIONS**

**INTELLECTUAL PROPERTY UNIT**



**STANDARD OPERATING PROCEDURES (SOP) FOR OPERATIONALIZATION OF  
THE MUHAS IPR POLICY**

## **A. BACKGROUND**

This document provides guidance to procedures that should be followed while pursuing intellectual property rights through the MUHAS IPR Policy.

## **B. STEPS**

### 1. Disclosure of potential IP

1.1 Potential IP materials must be disclosed to MUHAS as early as possible. This should ideally be done before any presentation(s) are made to the public in order to safeguard full protection of the IP rights.

1.2 MUHAS “IP Disclosure Form” (appendix II) should be used.

1.3 Elements to disclose are detailed in appendix II.

### 2. Review of disclosed materials by IP Unit staff at DRP as per section 5.3.1 (v) of the IPR Policy.

Areas of review include;

2.1 IP ownership agreements (role of MUHAS legal officer)

2.2 Prior art search on databases (Pubmed, ESPACENET, Patentscope etc) in collaboration with MUHAS Library

2.3 Economic survey

### 3. IP Unit submits report to IP Management Committee (IPMC) for decision to adopt or waive adoption of IPR (based on IPR ownership agreement, existing prior art, existing IPR, benefits to the public, economic potential, institutional capital to support venture etc)

#### 3.1 Outcomes

3.1.1 Decision to waive adoption of IPR – Assignment of IPR back to the creator in writing. However, in case of successful future venture outside of MUHAS, royalty shall be shared with MUHAS as per section 5.3.1 (xi) of the IPR Policy. For copyrights, the University shall also retain perpetual rights for non-commercial reproduction and use for teaching and research.

#### 3.1.2 Decision to adopt IPR

(a) For inventions; withhold publication(s) for a duration determined by IPMC while filing for patent applications as detailed in section 5.3.1 (vi).

(b) Use “Confidential Disclosure Agreement Form” (appendix III) and “Material Transfer Agreement Form” (appendix V) when communicating or sharing unprotected materials with third parties.

- (c) For IP materials at early stages – MUHAS to either use own funds or solicit industry partners/research sponsors to fund costs of IP development and protection.
- (d) For IP materials at advanced stages – MUHAS to use either own funds or those from industry partners/research sponsors to file-in and cover costs of IP protection through appropriate mechanisms as determined by IPMC; nationally (BRELA, COSOTA etc), regionally (ARIPO) and internationally (WIPO-PCT, EPO, USPTO etc).
- (e) For IP that are successfully commercialized, the creator and MUHAS shall share royalties as detailed in section 5.4.1 iii. MUHAS “IP Revenue Sharing Agreement Form” (appendix IV) shall also be used.

#### 4. Technology transfer: Commercialization and management of protected IPR.

##### 4.1 Commercialization (specific route to be determined by IPMC as below)

##### 4.1.1 Spin-offs/Start-ups – Nurtured through MUHAS business incubator. Jurisdictions will be borne by:-

- (a) Business incubator – seeding capital, equipment, registrations, legal assistance, insurance
- (b) IPMC - research agreements; roles of MUHAS and IPR creator; industry linkages and negotiations; equity distribution in liaison with the MUHAS Resource Mobilization Center.

##### 4.1.2 Licensing – Exclusive or non-exclusive. Contract negotiations and royalty distribution at the jurisdiction of IPMC in liaison with the MUHAS Resource Mobilization Center.

##### 4.1.3 Selling (assignment) of technology/IPR – Complete transfer of MUHAS-owned IPR to a third party. This option shall be used in cases where spin-off or licensing is determined not to be the best way of commercializing specific IPR.

##### 4.2 Other functions

- 4.2.1 Advertisement
- 4.2.2 Publications

4.2.3 Sharing. MUHAS Confidential Disclosure Agreement Forms (appendix III) and Material Transfer Agreement (MTA; appendix V) shall be used as appropriate.

4.2.4 Increase awareness of IPR to MUHAS community and the public (through seminars, workshops, webinars, brochures on IPR, business incubation etc)

**APPENDIX II**

**MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES**

**DIRECTORATE OF RESEARCH AND PUBLICATIONS**

**INTELLECTUAL PROPERTY UNIT**



## **INTELLECTUAL PROPERTY DISCLOSURE FORM**

All information submitted within this disclosure shall be treated as confidential. This information may be shared with a third party during pursuit of commercialization partners. Confidential Disclosure Agreement Form will be used during such transactions. MUHAS also reserves the right to analyse and release general information contained herein, but shall handle such disclosures in a manner that will not adversely affect the scope of protection available to intellectual property (IP).

### **IDENTIFICATION OF IP AND INVENTOR**

1. Name of IP (Invention, work of authorship etc):
2. Submitted by (Principal Investigator(s)):
3. School/Institute & Department:
4. Date of Initial Submission to Intellectual Property Unit (IPU):
5. Please provide a brief description of the IP. Kindly attach drawings, reports, papers, or other materials that may aid in your description. In your description, please answer the following:
  - (a) What is the IP, and how is it novel?
  - (b) What is the utility of the IP?
  - (c) What problem does the IP solve, and how does it improve on existing methods or products?
6. (a) If the IP is an Invention, has it been tested? Yes\_\_\_\_\_ No\_\_\_\_\_  
(b) If so; how, where and when was it tested?
7. Does any of the following exist?  
Model  Sample  Prototype  Audiovisual materials  Draft (book etc.)   
Please attach copies if possible.
8. Provide a description of the development status of your IP (early vs. advanced stage; please refer to IPR-SOP). Describe in terms of laboratory studies, prototype development, scaled up proof-of-principle demonstration projects (including clinical trials where applicable), ongoing development, etc.

### **PUBLIC DISCLOSURES AND PRIOR ART**

9. In this section, please list **any disclosures**, any published articles or abstracts, any commercially available goods or services, any conference talks or poster presentations, and

any publically available information relating to the IP in question **arising from the Inventor or any third party**. Where possible, attach copies of materials presented.

In the table below, provide names and dates of any meetings at which you have presented any aspect of the IP.

<b>Date</b>	<b>Title of Article or Presentation</b>	<b>Journal Citation/Meeting Particulars</b>
PLEASE LIST		

List and give the date of any upcoming meetings of a learned society, conference or seminar where you plan to disclose any part of the IP.

<b>Date</b>	<b>Meeting Name/Place/Website</b>
PLEASE LIST	

10. List and attach copies of any expected IP-related publications (under development or submitted). For manuscripts under development, please indicate the date when submission is expected.

<b>Submission Date</b>	<b>Title</b>	<b>Journal Citation (including web link)</b>
PLEASE LIST		

11. Has a search of the literature on the IP been conducted? Yes\_\_\_\_ No\_\_\_\_

If yes, please attach bibliography of all relevant citations found.

12. Has the IP been discussed or otherwise verbally disclosed to any third party?

If yes, please list names, dates, and brief summary of the content of discussion.

Name	Date	Summary of content of discussion
PLEASE LIST		

13. Have **any other parties** been contacted to discuss protection or commercialization of the IP?

Yes\_\_\_ No\_\_\_ If yes, please list names and dates:

Name and Contact Info	Date
PLEASE LIST	

#### INTELLECTUAL PROPERTY PROTECTION STATUS

14. For Inventions; has a patent search been conducted? Yes\_\_\_ No\_\_\_

If yes, please attach the patent search report, including copies of the abstracts of relevant patents.

15. If the IP is an Invention, does it consist of **an improvement** to an existing invention, technology, and/or software? Yes\_\_\_ No\_\_\_

If yes, please attach copies of relevant patents/copyrights where your invention is based on.

16. Has a **patent** application or any **other form of intellectual property** protection (eg; trademark application, copyright registration etc) been sought for **all** or **any** element of the IP in question anywhere in the world, by **you or third party**? Yes\_\_\_ No\_\_\_

If yes, please attach a copy of the filing notice(s) and address the following table.

Country	Type of IP protection sought	Filing Number	Date of Filing	Status (in prosecution, issued, abandoned)
PLEASE LIST				



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**SUPPORT OF WORK TO DAT**

17. Please indicate all of your **funding support** (all applied for; whether they were granted, denied or pending) for the research contributing to creation of this IP.

<b>Funding Source</b>	<b>Amount Applied For</b>	<b>Amount Received</b>	<b>Type (i.e. grant/contract)</b>	<b>Project Title</b>	<b>Date</b>
PLEASE LIST					

**IP OWNERSHIP**

18. List the Principal Investigator(s) and all other members of the research team, as well as contributors, and their roles in the creation of the IP.

<b>Full Name</b>	<b>Full Address</b>	<b>Citizenship</b>	<b>Institutional Affiliation</b>	<b>Role in IP</b>
PLEASE LIST				

19. In light of the above, please list ONLY the people that you consider “inventors” or “authors”, depending on the nature of IP:

<b>Name &amp; Position</b>	<b>% Share of IP creation</b>	<b>Institutional Affiliation</b>	<b>Rationale</b>
PLEASE LIST			

*Note: Designation of “inventorship” or “authorship” is governed by the Intellectual Property Law which should be adhered to.*

## COMMERCIALIZATION OPPORTUNITIES

20. List any companies to whom the IP may be of interest, or who are active in the area of the IP.

In addition, have you developed any industrial contacts or interests? If so, please list the companies with the names of your contacts and attach copies of any relevant correspondence.

Company Name	Contact Person	Address and Website	Telephone Number
PLEASE LIST			

21. Please try to describe the potential market for your IP. For example, who would be interested in purchasing and/or using the IP (Invention, technology, book etc.)?

22. Are there any existing products on the market that the IP would compete with? If so, please give particulars (i.e. name, cost, availability, manufacturer etc.) of the existing product(s).

## ACKNOWLEDGEMENT

The undersigned Principal Investigator(s), being the person(s) who submitted this disclosure form, declare that the information provided within is **true and complete to the best of the Principal Investigator(s) belief, knowledge and abilities**. The Principal Investigator(s) will undertake to correct any information found in this form whenever they become aware of any error. The Principal Investigator(s) acknowledges that any inaccuracy in this form may hamper commercialization or lead to litigation or other costs and damages to MUHAS and to all parties having a stake in the Invention, technology, software or work of authorship disclosed herein.

Signatures of the Principal Investigator(s):

Full Name	Signature	Date
PLEASE LIST		

**APPENDIX III**

**MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES**

**DIRECTORATE OF RESEARCH AND PUBLICATIONS**

**INTELLECTUAL PROPERTY UNIT**



**CONFIDENTIAL DISCLOSURE AGREEMENT FORM**

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”).  
BETWEEN:

MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES (MUHAS) with its principal offices located at 9 UNITED NATIONS ROAD, ILALA, DAR-ES-SALAAM, whose address for service is P.O. BOX 65001, DAR-ES-SALAAM, TANZANIA.

OF THE FIRST PART

- And -

..... (Legal Name) with its principal offices located at .....whose address for service is.....(Enter full mailing address)

OF THE SECOND PART

WHEREAS the Parties intend to carry out the Project/Activity more particularly set out in SECTION “A” attached hereto;

AND WHEREAS each Party wishes to disclose certain information pertaining to the Project/Activity to the other Party with a view towards engaging in the Project/Activity more particularly described in SECTION “B”;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements set out herein, and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each of the Parties), the Parties covenant and agree as follows:

1. Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

2. Exclusions from Confidential Information. Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
  
3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.
  
4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
  
5. Actions on Completion/Termination: Upon termination of this Agreement, completion of the Activity by the Parties (in the absence of further agreement of them), or either Party's request at any time, the Receiving Party shall:
  - (a) Cease all use of the Confidential Information.

- (b) Promptly return to the Disclosing Party all tangible Confidential Information, including all copies, reproductions, summaries, memos, correspondences or compilations, so that it no longer has any of such information in its possession or under its control in any format whatsoever, including without limitation electronic and paper formats (with the exception of one copy of any returned Confidential Information that may be retained by the Receiving Party in its legal files solely for the purposes of maintaining a record and compliance).
  - (c) Cease any and all work in connection with and any further use of the Confidential Information.
  
- 6. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
  
- 7. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
  
- 8. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.
  
- 9. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights. This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.
  
- 10. Counterparts: This Agreement may be executed in counterparts and, when so executed, each such counterpart shall form one Agreement and shall be as valid and binding on all Parties hereto as every other counterpart.

11. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania, and relevant such international laws applicable between the agreeing parties.

Disclosing Party

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

Representative (Name): \_\_\_\_\_

Title: \_\_\_\_\_

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

Dated: \_\_\_\_\_

Receiving Party

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

Representative (Name): \_\_\_\_\_

Title: \_\_\_\_\_

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

Dated: \_\_\_\_\_

SECTION “A”

DESCRIPTION OF PROJECT OR ACTIVITY

[INSERT PROJECT DESCRIPTION (maximum 1000 words). ALTERNATIVELY, YOU CAN ATTACH A COPY OF THE GRANT APPLICATION OR RESEARCH PROPOSAL]

SECTION “B”

DESCRIPTION OF CONFIDENTIAL INFORMATION

The Confidential Information being disclosed pursuant to this Agreement includes, but is not necessarily limited to, the following:

[INSERT BRIEF NON-CONFIDENTIAL DESCRIPTION OF THE CONFIDENTIAL INFORMATION]

**APPENDIX IV**

**MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES**

**DIRECTORATE OF RESEARCH AND PUBLICATIONS**

**INTELLECTUAL PROPERTY UNIT**



**IP REVENUE SHARING AGREEMENT FORM**



THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BETWEEN:

[NAME OF INVENTOR(S)], academic staff, student(s) or research scientist(s) employed by or affiliated with the MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES, (hereinafter "the Inventor(s)")

OF THE FIRST PART

-- And --

MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES, an academic institution, (hereinafter "the University")

OF THE SECOND PART

WHEREAS the Inventor(s) have created intellectual property described in Schedule A through a Research Project more particularly described in Schedule A with the use of the University resources.

NOW THEREFORE in consideration of the mutual promises and covenants set out in the Agreement, and for other good and valuable consideration, (the receipt and sufficiency of which are hereby acknowledged), the Inventor(s) and the University hereto agree as follows:

Ownership of any Intellectual Property developed pursuant to the Research Project or related thereto and royalties emanating from its commercialization shall be divided between the Inventor(s) and the University, in accordance with the following shares:

*Replace the following with the names of each inventor and his or her respective percentage share of ownership and/or profits:*

1. Inventor One – W%
2. Inventor Two - X%;
3. Inventor Three - Y%; and
4. MUHAS - Z%,

Provided that, if any other persons or entity have a legal right to claim ownership in any Intellectual Property, the above named will enter into negotiations regarding the above noted percentages. The above named further agree that any profits they are collectively entitled to arising from the Intellectual Property shall be divided amongst themselves in accordance with the above noted shares.

Executed in Dar es Salaam as of the date first above written.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**INVENTOR ONE (NAME)**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**INVENTOR TWO (NAME)**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**INVENTOR THREE (NAME)**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**MUHAS LEGAL OFFICER**

**Schedule A**

**Description of Research Project**

*Insert brief description of research project.*

**Description of Intellectual Property**

*Insert description of IP if available (i.e. if a patent application has been filed, for example, refer to patent application by number, country, and date of filing here).*

**Contribution of each IP creator**

*Insert below the degree of contribution of each creator to development of the IP in question.*

<b>Name of Creator</b>	<b>Contribution in IP creation</b>	<b>Signature</b>
PLEASE LIST		

**APPENDIX V**

**MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES**

**DIRECTORATE OF RESEARCH AND PUBLICATIONS**

**INTELLECTUAL PROPERTY UNIT**



**MUHAS MATERIAL TRANSFER AGREEMENT**

1. This Material Transfer Agreement is made and entered into as of the..... (the “Effective Date”) by and between MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES and referred to as MUHAS, (hereinafter referred to as “LENDER”) having its principle office at..... and ..... (Hereinafter referred to a “BORROWER”) having its principle office at.....
2. In consideration of the mutual covenants contained herein and with the intention of being legally bound under the laws:
3. The “MATERIAL” covered by this Agreement is defined as and includes the following:
4. BORROWER desires to obtain samples of the MATERIAL and the LENDER is willing to provide the MATERIAL to the BORROWER solely for the permitted uses and on the terms and conditions set forth in this Agreement.
5. BORROWER agrees that this MATERIAL will not be released to any person other than the signatories of this Agreement except co-workers working directly under a signatory’s supervision who have agreed to abide by the terms and conditions of this Agreement. No one is permitted to take or send this MATERIAL to any other location, unless prior written permission is obtained from the LENDER; such permission will not be unreasonably withheld.
6. The BORROWER retains ownership of: (a) modifications which contain/incorporate the MATERIAL (except that, the LENDER 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 (those substances that do not contain the original MATERIAL, progeny, unmodified derivatives of the LENDER). If either 2 (a) or 2 (b) results from the collaborative efforts of the LENDER and the BORROWER joint ownership may be negotiated.
7. This Agreement and the resulting transfer of MATERIAL constitute a restricted non-exclusive permission for BORROWER to use the MATERIAL solely for not-for-profit purposes. MATERIAL will not be used for any purpose inconsistent with this Agreement and in

connection with any activity that is subject to consulting or licensing obligations to any third party. Upon completion of the work for which this restricted permission is granted, MATERIAL, which has not been used, will be disposed of as explicitly directed by the LENDER. The LENDER retains title to the MATERIAL, and BORROWER shall not obtain any ownership rights in MATERIAL.

8. MATERIAL is experimental in nature and it is provided AS IS WITHOUT WARRANTY OF ANY SORT, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. LENDER makes no presentation and provides no warrant that the use of the MATERIAL by BORROWER will not infringe any patent or proprietary rights of third parties.
9. BORROWER agrees that it will follow all applicable laws and guidelines set forth by proper authority regarding the use and handling of such MATERIAL.
10. The BORROWER shall be responsible for any and all import/export requirements and regulations for the reception of such MATERIAL.
11. If the BORROWER intends to use such MATERIAL to determine if a commercializable system can be developed as a result of the BORROWER having received this MATERIAL whether patentable or not, BORROWER shall promptly notify the LENDER in writing of the substance of each such discovery and of the filing of any patent application thereon. BORROWER agrees to negotiate in good faith prior to marketing of such discovery compensation to be paid by the BORROWER to the LENDER. Giving consideration to the contributions of the parties to the discovery and its development, such compensation may include royalties in the gross sales value of the worldwide sales of such discovery derived from the MATERIAL.
12. BORROWER shall provide LENDER with a manuscript of any proposed publication or presentation resulting from the study using MATERIAL at least sixty (60) days prior to submission thereof for publication or presentation. LENDER reserves the right to review any such manuscript and to require the removal of confidential matter in order to protect its

proprietary rights and interests. LENDER shall notify BORROWER in writing within the sixty (60) day period concerning the removal of confidential matter and to suggest editorial modifications in the manuscript.

13. BORROWER hereby agrees, upon the request of the LENDER, to provide the LENDER with a report of observations related to the MATERIAL by providing the LENDER with a report describing the results of such research using the MATERIAL. To the extent that it is able, BORROWER will acknowledge LENDER's contribution.
14. BORROWER hereby grants the LENDER a non-exclusive, world-wide royalty-free right to use for its internal research purpose any information or new material developed by BORROWER using the LENDER MATERIAL whether patentable or not. The LENDER agrees not to publish results involving BORROWER's data without citing its source and giving credit of authorship/creatorship to BORROWER, provided that is desired by BORROWER.
15. Either party may disclose the other party's Confidential Information to a governmental authority if such party reasonably believes that such disclosure is required by applicable law or regulation or by subpoena or order of court of competent jurisdiction, provided that such disclosure is subject to all applicable governmental or judicial protection available for like material and reasonable advance notice is given to the other party.
16. BORROWER will exercise all reasonable precautions to protect the integrity and confidentiality of the MATERIAL, and BORROWER shall maintain records of the location of all MATERIAL. BORROWER will not remove the MATERIAL from BORROWER's premises except to the extent necessary to fulfill its obligations under this Agreement.
17. This Agreement will terminate on the earliest of the following dates: (1) on completion of BORROWER's current research with the MATERIAL, (2) on thirty (30) days written notice by either party to the other, (3) on....
18. This Agreement shall be governed by the laws of TANZANIA.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement: -

LENDER \_\_\_\_\_

BORROWER \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESSED

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

SEAL:

\_\_\_\_\_