MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES

INNOVATION AND INTELLECTUAL PROPERTY RIGHTS MANAGEMENT POLICY AND GUIDELINES

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PREFACE

Muhimbili University of Health and Allied Sciences (MUHAS) stands as Tanzania's leading institution for health sciences education, research, and service, with a growing mandate to translate knowledge into innovations that address pressing national, regional, and global health challenges. In an era marked by rapid scientific advancement, increased collaboration, and heightened expectations for societal impact, the effective governance of innovation and intellectual property has become central to the University's mission.

In revising this Policy, MUHAS undertook a systematic review and benchmarking of intellectual property and innovation frameworks from leading institutions and regulatory bodies, including the University of Ghana, University of Benin, Nelson Mandela African Institute of Science and Technology, Lagos State University, Stellenbosch University, and the University of Pretoria, alongside guidance from the Tanzania Commission for Science and Technology and relevant national laws, regulations, and guidelines. This approach ensured alignment with regional best practices and the Tanzanian regulatory context

The Innovation and Intellectual Property Rights Management Policy and Guidelines have been developed to provide a clear, coherent, and comprehensive framework for the identification, protection, management, and utilization of intellectual property arising from MUHAS's teaching, research, consultancy, clinical, and innovation activities. The Policy affirms the University's commitment to fostering a vibrant innovation culture that values creativity, safeguards the rights and interests of creators, and ensures that knowledge generated within MUHAS is translated into tangible public, social, and economic benefits.

This Policy recognizes innovation as a collective endeavour involving students, staffs, researchers, collaborators, and alumni. It therefore establishes transparent principles and procedures to guide ownership, disclosure, protection, commercialization, and benefit-sharing of intellectual property, while ensuring compliance with the laws of the United Republic of Tanzania and relevant regional and international frameworks. Particular emphasis is placed on equity, accountability, ethical conduct, and responsible stewardship of intellectual assets, especially in areas with direct implications for public health and societal well-being.

Furthermore, the Policy reflects MUHAS's strategic aspiration to strengthen its innovation ecosystem through structured incubation, technology transfer, and commercialization pathways. By clarifying institutional roles, governance structures, and decision-making processes, the Policy seeks to reduce uncertainty, manage conflicts of interest, and encourage active participation in innovation activities across the University community.

Ultimately, this Policy serves not only as a regulatory instrument but also as an enabling tool designed to empower innovators, attract partnerships, support sustainable ventures, and reinforce MUHAS's position as a national and continental leader in health innovation. All members of the MUHAS community and its collaborators are called upon to uphold the spirit and provisions of this Policy in advancing innovation for the public good.

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CHAPTER 1: PURPOSE AND CONTEXT

1. Purpose and Context

Muhimbili University of Health and Allied Sciences (MUHAS) is committed to advancing knowledge and fostering innovation through its teaching, research, consulting, and service activities. This Innovation and Intellectual Property Rights Management Policy and Guidelines create a comprehensive framework for managing the intellectual assets produced by these efforts.

1.1. Objectives

The main goal of this policy is to encourage a vibrant culture of innovation, ensure recognition and protection of creative outputs, and help turn them into real benefits for society. The policy aims to promote the creation and development of IP, define the rights of creators and the University, support effective commercialization, and align MUHAS's innovation ecosystem with national development goals and global objectives.

1.2. Scope

This policy applies to all students, staff, researchers, collaborators, and alumni involved in joint projects with MUHAS. It governs all intellectual property created during University duties or studies, especially when significant use of institutional resources is involved or when the work results from research funded by or conducted on behalf of the University. The provisions of this policy are subject to the national laws of the United Republic of Tanzania and relevant regional and global regulations frameworks.

1.3. Guiding Principles

The implementation of this policy is governed by fundamental principles of equity and fairness in benefit-sharing, transparency and accountability in procedures, and responsible stewardship of intellectual property for the public good. Moreover, the University is dedicated to the efficient and prompt management of intellectual property and to actively promoting an innovation culture through support mechanisms such as incubation, mentorship, and dedicated resources provided by the Directorate for Research, Publications, and Innovation (DRPI). This policy functions as the authoritative guide for all matters related to intellectual property at MUHAS.

CHAPTER 2: DEFINITIONS

2. Definitions

For the purposes of this document, the definitions and interpretations outlined below shall apply.

2.1. **Conflict of Interest:** Two or more objectives are pursued concurrently, potentially creating competition among them. Constructive engagement between The University, its academic personnel, or other employees and the external community may occasionally give rise to Conflicts of Interest, wherein legitimate yet conflicting goals of the institution or individual employees present challenging decisions. If conflicts of interest are unavoidable, they should be mitigated, and The University's policies and procedures for the disclosure and management of Conflicts of Interest will be implemented.

2.2. **Commercialization**: Refers to the process of managing or operating inventions and innovations developed at the Institution primarily for revenue generation (financial gain).

2.3. **Creator**: Person or persons, who may be academic staff, non-academic staff, or a 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.

2.4. **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.

2.5. **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.

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

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

2.8. **Incubation**: refers to a process at the MUHAS Innovation-Based Incubation Center needed to support inventors in transforming their inventions and innovations into viable business ventures

2.9. **Intellectual Property**: Refers to creations of the intellect that have moral and/or commercial value. IP includes inventions, literary and artistic works, symbols, names, and images used in trade.

2.10. **Intellectual Property Rights (IPR):** IPR is a legal right conferred upon the owner(s) of intellectual property, providing protection and exclusive rights to utilize their intellectual assets in forms such as patents, copyrights, trademarks, and others. IPR affirms creators' moral and economic rights over their creations and grants the public access to these creations, thereby fostering creativity, dissemination, and the utilization of intellectual property in a manner that encourages equitable trading and promotes economic and social development.

2.11. **Innovation** at MUHAS pertains to a process whereby a product or service is revitalized and modernized through the application of novel processes, the introduction of new techniques, or the adoption of successful ideas to generate new value. The generation of value is considered a fundamental characteristic of innovation.

2.12. **Invention:** A creation of intellectual property, 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.

2.13. **Net Income**: Refers to Gross Income minus unreimbursed University expenses related to Patent prosecution and licensing costs associated with a specific License Agreement (for example, travel expenses incurred solely for negotiating a License Agreement). Net Income may be subject to distribution with Inventors and Creators and is allocated in accordance with the University's policy.

2.14. **A Patent**: Is a legal grant that confers upon the inventor exclusive rights to an invention, encompassing the rights to prevent others from making, using, selling, or importing the invention within the jurisdiction. To qualify for patent protection, an invention must include a machine, a manufactured article, a process, a test, a composition of matter, or an improvement thereof. It must be considered useful, novel, and non-obvious to a person skilled in the relevant field. Additionally, the invention must not have been in public use, on sale, or disclosed in a publication, as defined herein, anywhere in the world for a period exceeding one year prior to the filing date.

2.15. **Publication**: In relation to Inventions and Patents, a Publication constitutes a public enabling disclosure of an invention, which may be conveyed verbally or through written material. Written Publications encompass abstracts, student theses, and, in specific cases, grant proposals, regardless of funding status. A public enabling disclosure is characterized as a non-privileged, non-confidential communication. Such a publication may compromise the ability to secure a Patent. Typically, publication restricts the potential for patentability. Consequently, publications should be undertaken subsequent to the filing of a patent application.

2.16. **Research Contract or Agreement**: A distinct agreement established to finance and execute research activities, which may or may not be associated with licensed technology.

2.17. **Revenue** refers to the income generated from business activities. It is computed as the average sales price multiplied by the quantity sold. In the context of MUHAS, revenue pertains to the total income derived from its various operations including teaching and learning, research and innovation, outreach services, commercialization of innovations, and other related activities.

2.18. **A spin-off**: Refers to companies or organizations that leverage their existing strengths and knowledge to explore new markets, diversify their offerings, and capture additional value from their intellectual property or research.

2.19. **Staff:** Encompass all individuals engaged to provide services to MUHAS, whether in academic or non-academic capacities. This includes both temporary and permanent employees, contract workers, seconded personnel from other organizations, lecturers, research assistants, research chairs, and visiting researchers and lecturers. Additionally, all administrative and support staff associated with MUHAS are included.

2.20. **Students**: MUHAS students encompass all individuals enrolled in a qualification or course of study, whether on a full-time or part-time basis. This includes participants in short courses and exchange students, but excludes students who are co-supervised by MUHAS staff yet are not officially registered at MUHAS for any course of study or qualification.

2.21. **Trademark**: A trade or service mark comprises a word, symbol, phrase, or design, or a combination thereof, and is exclusively utilized by the holder to identify the source of a product or service. Marks are designated by the symbols ® or ℠. These marks are not necessarily related to inventions or discoveries. Unlike patents and copyrights, marks may remain valid indefinitely.

2.22. **Trade Secret**: Refers to valuable and confidential business information that offers a competitive advantage due to its proprietary nature and undisclosed status. Its protection relies fundamentally on maintaining confidentiality, frequently through the use of nondisclosure agreements. Such information may encompass formulas, processes, or data, and can be safeguarded alongside other intellectual property rights, including patents.

CHAPTER 3: GOVERNANCE AND MANAGEMENT

3. Governance and Management

This chapter delineates the institutional framework for the effective management, safeguarding, and commercialization of intellectual property at MUHAS. The University shall establish an organizational structure and procedures by which documents, publications, innovations, inventions, and discoveries produced during University research and other related activities are identified, protected, and made accessible to the public via commercial channels.

3.1. MUHAS Innovation Unit (MIU)

The MUHAS Innovation Unit (MIU) shall serve as the primary operational entity accountable for the daily implementation of this Policy under the Directorate for Research, Publications, and Innovation (DRPI). The Unit shall be headed by a coordinator appointed by the Vice Chancellor.

The functions of MIU shall be discharged through three offices, namely:

i. Innovation Incubation Office (IIO),
ii. Intellectual Property Management Office (IPMO), and
iii. Technology Transfer Office (TTO).

3.1.1. MUHAS Innovation Incubation Office (IIO)

The IIO shall serve as the central hub and primary driver of all IP creation initiatives at the University. Operating under the MUHAS Innovation Unit, the IIO will be responsible for creating a vibrant ecosystem that fosters a culture of innovation and guides creators through the entire journey from idea to impact.

The key functions of the IIO shall include:

i. Curating and managing a dynamic innovation ecosystem that interconnects students, staffs, researchers, collaborators, and alumni.

ii. The University shall proactively seek and solicit innovative ideas and inventions from the entire MUHAS community, including students, staff, visiting researchers, and alumni, through mechanisms such as regular calls for proposals, organized innovation challenges, and the integration of innovative projects within academic coursework, while fostering a dynamic innovation ecosystem that links creators with mentors, peers, industry experts, and investors.

iii. Administering structured incubation and pre-acceleration programs, including overseeing the application process, selection procedures, onboarding activities, and continuous progress tracking of innovators and their ventures.

iv. Managing and providing access to dedicated incubation spaces, prototyping laboratories, specialized software, and other essential physical and digital resources required for innovation development, ensuring that innovators have the necessary facilities and tools to support their project advancement.

v. Acting as the principal intermediary between MUHAS innovators and external collaborators, including industry representatives, venture capitalists, angel investors, government bodies, and national and international innovation networks, while also enabling access to a variety of funding opportunities, such as internal proof-of-concept grants and external sources such as seed funding and venture capital.

vi. Implementing a comprehensive monitoring and evaluation framework to monitor the progress of incubated ventures, evaluate the impact of all incubation programs, and report on key performance indicators to the University management.

vii. Regular innovation challenges, hackathons, and idea competitions shall be organized to stimulate creativity, identify high-potential ideas, and provide platforms for recognition and early-stage validation.

viii. Developing and managing a dedicated engagement pathway for alumni innovators, facilitating their access to mentorship and university resources under terms that safeguard the interests of all stakeholders.

3.1.2. IP management Office (IPMO)

The functions of the Intellectual Property Management Office shall include:

i. Oversee the official receipt and documentation of all IP disclosures from the MUHAS community and affiliated parties, utilizing the designated disclosure forms.

ii. Conduct comprehensive evaluations of disclosed inventions, encompassing prior art searches and assessments of novelty and protectability.

iii. Supervise the registration, prosecution, and maintenance of all intellectual property rights (patents, trademarks, copyrights) with both national and international authorities.

iv. Maintain a confidential and up-to-date IP Asset Register that delineates the status and ownership of all intellectual property owned by the University.

v. Monitor and coordinate enforcement actions concerning the unauthorized use or infringement of the University's IP rights.

vi. Ensure the confidentiality of undisclosed IP through the use of Non-Disclosure Agreements (NDAs) and conducting pre-publication reviews.

3.1.3. Transfer Technology Office (TTO)

The functions of the Innovation Incubation office include:

i. Formulate and recommend optimal commercialization strategies for University-owned IP.

ii. Perform market analysis, feasibility studies, and IP valuation to determine commercial potential and guide negotiation terms.

iii. Lead the negotiation and execution of all commercialization agreements, including licenses and material transfer agreements (MTAs).

iv. Facilitate the creation and launch of spin-off companies, including the structuring of equity holdings for MUHAS and creators.

v. Support in administering the collection of all commercialization revenue and managing the distribution of net income according to the policy's revenue sharing formula.

vi. Act as the primary liaison with industry partners, investors, and licensees to foster relationships and enable technology transfer.

3.2. MUHAS Innovation Sub-committee (MISC)

3.2.1. The MUHAS Innovation Sub-committee shall serve as the premier strategic and oversight entity for Innovation and Intellectual Property (IP) management at MUHAS. The MUHAS Innovation Sub-committee (MISC) shall be composed of multidisciplinary representatives from various Schools, Directorates, and Units within MUHAS. The MISC members and the chairperson shall be appointed by the Vice Chancellor and shall serve for a duration of 3 years, with the possibility of subsequent reappointments.

3.2.2. These representatives shall include designated staff with expertise in research, innovation, marketing, and entrepreneurship, along with individuals with relevant backgrounds, experience, or exposure; legal officers; IP specialists; and the Students' Government representative (e.g., the Minister responsible for Innovation and Entrepreneurship). The MISC shall convene quarterly meetings and shall submit reports to the Director of Research and Postgraduate Innovation (DRPI).

3.2.3. The functions of the MISC shall include:

i. Providing strategic and executive-level leadership of the university's innovation ecosystem, ensuring the protection, maturation, scaling, and commercial exploitation of intellectual property and innovative outputs.

ii. Approving all publicly disclosed intellectual property, creative works, and technologies to assess their novelty, potential impact, and suitable protection or commercialization applications.

iii. Developing a strategic direction for innovation that reflects the university's strategic goals and priorities alongside the national development agenda and global objectives, including the Sustainable Development Goals (SDGs).

iv. Providing regular reports to the Senate Research, Publications, and Innovation Committee (SRPIC) on the progress of innovation, policy requirements, funding preferences, and new possibilities.

v. Supporting the entire innovation pipeline, which encompasses ideation, research, incubation, acceleration, and commercialization, including the provision of mentorship, access to infrastructure, and assistance in securing capital.

vi. Addressing conflicts of interest and upholding research integrity, particularly in the context of partnerships, commercialization, or equity holdings.

vii. Providing prompt input and guidance to innovators regarding disclosed submissions, concepts, or project ideas that have been reviewed, including recommendations for next steps and potential improvements.

viii. Managing equitable return-sharing structures, encompassing both revenue and equity, that align with institutional values and incentivize creators.

ix. Fostering an innovation culture through the establishment of cross-sector open innovation challenges, hackathons, fairs, and stakeholder dialogues.

x. Supporting initiatives aimed at establishing and managing innovation hubs, makerspaces, laboratories, and centres of excellence to facilitate the implementation of ideas.

xi. Enhancing international cooperation through collaboration, knowledge sharing, and representation in global innovation policy forums.

xii. Developing robust systems for monitoring and assessing innovation through the use of high-quality metrics and learning systems, which facilitate continuous improvement and accountability.

xiii. Mainstreaming inclusion, ethics, and sustainability into the innovation process is essential to achieving responsible innovation and a fair sharing of benefits.

3.3. The Senate Research, Publications, and Innovation Committee (SRPIC).

3.3.1. The Senate Research, Publications, and Innovation Committee (SRPIC) shall function as the ultimate internal appellate authority within the University concerning all matters related to Intellectual Property (IP).

3.3.2. The SRPIC shall have the jurisdiction to review, hear, and adjudicate appeals arising from decisions of the MUHAS Intellectual Property Sub-Committee (MISC), particularly those involving disputes over IP ownership, inventorship, revenue or benefit-sharing, and other relevant issues under this Policy.

3.3.3. The rulings issued by the SRPIC shall be regarded as final within MUHAS's institutional framework. Any party dissatisfied with such a decision may, in accordance with the terms of their employment, student agreement, or relevant national legislation, seek redress through external legal or judicial channels (**Figure 1**).

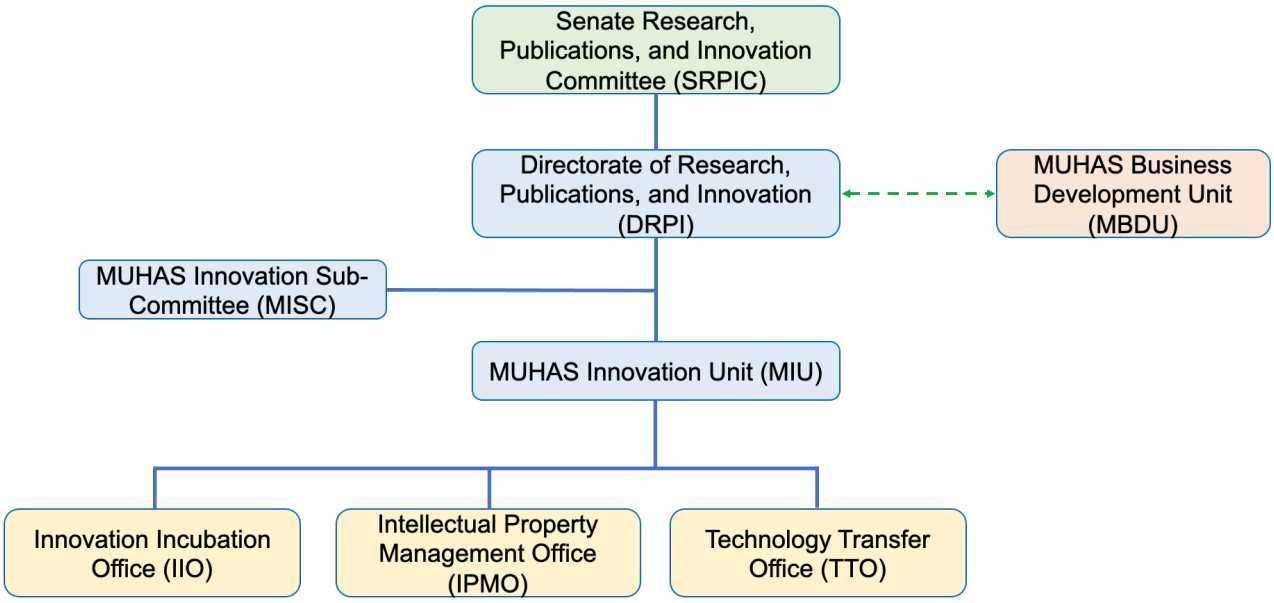


Figure 1: Organizational structure for Innovation, IP Management, and Commercialization at MUHAS.

CHAPTER 4: PROCEDURES FOR NURTURING IP CREATION INITIATIVES

4. Procedures for Nurturing IP Creation Initiatives

The systematic cultivation of intellectual property (IP) development constitutes a vital element of MUHAS's mission. This chapter delineates the organized processes and support frameworks instituted by MUHAS to identify, cultivate, and transition innovative concepts from students, staff, researchers, collaborators and alumni into commercially viable intellectual properties that are suitable for protection, thereby serving the public interest. The oversight of IP creation initiatives shall be managed by the MUHAS Innovation Incubation Office (IIO).

4.1. IP support mechanisms

The University, through the IIO, shall integrate available support mechanisms to nurture IP creation initiatives at all levels. In that regard, MUHAS shall implement a structured, stage-gate process to systematically guide innovators from conception to commercialization, thereby ensuring the efficient allocation of resources and rigorous validation at each developmental stage, as outlined below.

4.1.1. Stage 1 - Concept and Idea Formulation

The emphasis at this preliminary phase shall be on ideation, team assembly, and initial validation. Support will be furnished via idea bootcamps and workshops concentrated on problem-solution fit and lean methodology. The result will be a validated concept note, with successful projects advancing to the **Phase I incubation program** where incubatee shall fill the incubation membership application form (refer Appendix VI) to proceed with this stage. The maximum duration for this stage shall be three (3) months.

4.1.2. Stage 2 - Prototype Development and Validation

This stage shall focus on a **Phase I incubation program** aimed at developing a functional prototype and validating its technical feasibility. Support will encompass access to laboratories, maker spaces, or innovation hubs, technical mentorship, and the pursuit of proof-of-concept grants. The expected outcome is a working prototype accompanied by a validation report, facilitating entry into the **Phase II incubation program**. The maximum duration allocated for this stage shall be six (6) months.

4.1.3. Stage 3 - Minimum Viable Product (MVP) and Market Testing

This stage shall constitute a **Phase II incubation program** aimed at refining the prototype into a minimum viable product (MVP) and testing it in real-world environments. Support shall expand to include business model coaching, regulatory guidance, and connections to pilot test sites. The outcome shall be a market-tested MVP, a detailed business plan, and

initial traction data, thereby qualifying ventures for acceleration programs. The maximum duration for this stage shall be twelve (12) months.

4.1.4. Stage 4 - Intellectual Property Protection

This stage shall focus on securing formal intellectual property rights to establish a defensible competitive advantage. The Intellectual Property Management Office (IPMO), under the guidance of the MISC, shall assume the primary responsibility. The IPMO shall manage the formal disclosure process, conduct prior art searches, and oversee the filing and prosecution of patents, trademarks, and other IP rights. Engagement with the IPMO is encouraged early, with formal filing strategically timed, typically around the MVP stage and prior to any public disclosure. All creators participating in university-supported programs are required to formally disclose their IP to the IPMO before public dissemination (Appendix VII).

4.1.5. Stage 5 - Commercialization and Scale

The final stage shall involve launching the product or service to the market and scaling the venture. The MUHAS Technology Transfer Office (TTO), under the guidance of the MUHAS Business Development Unit (MBDU), shall assume the primary responsibility for facilitating the university's technology transfer and commercialization initiatives. These shall include, but are not limited to, the creation of spin-off companies, negotiating licensing agreements with industry partners, and securing growth financing. The IPMO will provide ongoing support for managing the IP portfolio, while the TTO leads all market-facing activities.

4.2. Principle of University Equity Participation

As a fundamental element of its sustainable innovation ecosystem, MUHAS shall preserve the right to hold an equity stake or a share of ownership in ventures facilitated by its substantial support system. The detailed terms are as outlined in Chapter 8 of this policy.

CHAPTER 5: OWNERSHIP OF INTELLECTUAL PROPERTY

5. Ownership of Intellectual Property

MUHAS shall own, protect, and manage all IP created within its environment, subject to the specific provisions of this Policy. Ownership of IP shall be determined by the creator's relationship with MUHAS and the extent of MUHAS resources utilized, including funding.

The University's commitment to managing IP ensures that the IPs generated under its support are properly recognized, protected, and utilized for the public good, while also ensuring equitable benefit-sharing among contributors.

5.1. Intellectual Property owned by MUHAS

MUHAS retains ownership of all IP that arises from publicly funded or MUHAS-supported research and development activities, or generated in the normal course and scope of duties, studies, or employment utilizing MUHAS facilities, equipment, personnel, or data.

Similarly, IP resulting from contract or commissioned research, consultation, or innovation projects conducted under MUHAS auspices belongs to the University. MUHAS holds full rights to protect, register, license, and commercialize such IPs. The creators of the IPs are entitled to share in any derived benefits, as delineated in the revenue-sharing section of this Policy (Chapter 8).

5.2. Intellectual Property generated by Staff

5.2.1 Intellectual Property created in the course of work at MUHAS

i. All IP created by MUHAS employees in the course of their official duties, including teaching, research, clinical services, administration, or consultancy, shall vest solely in MUHAS, unless explicitly stated otherwise in a written agreement.

ii. Employees are required to disclose all potentially protectable IP to the MUHAS Innovation Unit using the prescribed methods within sixty days of its creation or the recognition of its commercial potential.

iii. Notwithstanding the foregoing, academic staff shall retain copyright ownership of scholarly works, such as books, journal articles, and artistic outputs, primarily produced for academic dissemination. MUHAS shall maintain a perpetual, royalty-free, non-exclusive license to utilize such works for purposes of teaching, research, and archiving.

5.2.2 Outbound Consultancy and Research Contracts (MUHAS-Provided Consultancy and Research Services)

i. This pertains to consultancy or contract research services rendered by MUHAS to third parties, generally under a formal contractual agreement and in consideration of compensation. Intellectual property generated within such agreements shall not

automatically vest in MUHAS unless explicitly stated otherwise in the consultancy contract.

ii. Ownership of the IP shall be determined in accordance with the terms of the specific signed engagement agreement.

iii. In the absence of such provisions, the rights to IP shall remain with the contracting party, subject to any licenses or rights retained by MUHAS for academic or research purposes.

5.2.3 Inbound Consultancy and Contracted Work (External Services Commissioned by MUHAS)

i. This refers to consultancy, technical, or research services commissioned by MUHAS from external individuals or entities, including independent consultants, research institutions, or firms. IP arising from such work shall be deemed the property of MUHAS, unless otherwise agreed in writing.

ii. Any use of MUHAS funding, infrastructure, confidential information, or other institutional resources in the commissioned work shall affirm MUHAS's claim to ownership of the resulting IP.

iii. MUHAS shall ensure that all contracts for such work include explicit clauses on IP ownership, confidentiality, and rights of use.

5.2.4 Privately Developed IP

i. Staff members who claim personal ownership of IP must demonstrate that the IP was developed entirely outside their MUHAS duties, without any use of MUHAS resources, and that it is unrelated to publicly financed research and development, thus deemed a private developed IP and rights vest in the Creator.

ii. Where such privately owned IP is supported by any stage of MUHAS's intellectual property creation initiative, as outlined in section 4.3, it shall be subject to a shared-based intellectual property adjustment. In ensuring fairness, the percentage share vested in MUHAS shall be determined according to the formula provided in section 8.2.2 (b) of this policy.

5.3. Intellectual Property generated by Students

5.3.1. An IP Developed in the Course of Formal Study

i. An IP arising from scholarly work, research, or innovation conducted by students during their formal academic programs, whether at the undergraduate or postgraduate level, shall vest in MUHAS, where:

   a. The work was conducted under MUHAS supervision or guidance; OR

   b. MUHAS funding, facilities, confidential information, or personnel were substantially used; OR

   c. The IP was developed within the scope of an institutional research project or sponsored activity.

ii. In such cases, students shall disclose any potentially protectable IP to the IPMO using the prescribed IP disclosures form (see Appendix VII) prior to any public disclosure, including thesis submission or publication.

iii. Where protectable IP is involved, MUHAS, contingent upon the student's consent, may request a postponement of publication for a reasonable duration to facilitate the acquisition of legal protection.

iv. MUHAS shall retain a non-exclusive, royalty-free, perpetual license to utilize all student works for teaching, research, and institutional purposes, even where IP ownership resides with the student.

v. Students claiming independent ownership are required to submit documented evidence demonstrating that the IP was developed solely without the use of MUHAS resources, funding, or supervision.

vi. Where IP arises from collaborative projects with third parties or external sponsors, ownership and benefit-sharing shall be governed by written agreements executed prior to the commencement of the project. Bursaries that cover only tuition fees shall not be considered full-cost sponsorship.

vii. Any background IP that a student intends to incorporate into a dissertation or thesis must be declared at the time of project registration and may necessitate a formal license or consent from the original IP owner.

5.3.2. An IP Developed Under MUHAS Innovation Support Programs

i. Where a student develops IP with substantial support from MUHAS IP creation initiatives, such as participation in innovation, incubation, or commercialization support programs, MUHAS shall hold a percentage of ownership in accordance with Section 8.2.2 (b) of this Policy.

ii. MUHAS contributions warranting ownership share include, but are not limited to:

   a. Ideation activities facilitated by the University e.g through ideathons/Hakathons;

   b. Access to Phase I or Phase II incubation services;

   c. Direct or facilitated financial support from internal or external sources;

   d. Intellectual property registration or protection services provided through BRELA, ARIPO, or WIPO;

   e. Assistance in commercialization or technology transfer activities.

iii. The particular provisions regarding ownership and revenue sharing shall be documented within the MUHAS Innovation incubation and IP Revenue Sharing Agreement (Appendix VIII)

iv. In the absence of a written agreement, the general provisions of this Policy shall remain applicable.

5.4. IPs created by Honorary/Adjunct Staff

5.4.1. Unless otherwise specified in a written agreement, all IP created by honorary or adjunct staff utilizing MUHAS facilities or funds shall vest in MUHAS.

5.4.2. In cases where the creation initiative is co-funded or hosted by other institutions, the ownership shall be determined in accordance with the terms specified in the formal agreements.

5.4.3. MUHAS may also share any benefits derived from such IP in proportion to the respective contributions of the involved parties.

5.5. Visiting Researchers and Lecturers

5.5.1. Visiting researchers and lecturers who use MUHAS resources or collaborate with MUHAS personnel are subject to this policy.

5.5.2. An IP created solely by a visiting academic without the use of MUHAS resources remains the property of the visitor or their respective affiliated institutions.

5.5.3. Nevertheless, an IP developed collaboratively with MUHAS personnel or produced utilizing MUHAS facilities shall be jointly owned, in accordance with the provisions outlined in a written collaboration or hosting agreement.

5.5.4. All visiting researchers must disclose any pre-existing background IP and sign confidentiality and disclosure agreements before commencing research activities at MUHAS.

5.6. Joint ownership and external collaborations

5.6.1. All collaborative research, contract research, or innovation projects involving external parties, whether they are academic institutions, private sector entities, NGOs, or government agencies, must be governed by a formal, written agreement executed prior to the commencement of the project.

5.6.2. The agreement shall specify, at a minimum:

i. Ownership proportions of the IP generated (foreground IP);

ii. Access rights and use restrictions for pre-existing (background) IP;

iii. Rights to protect, register, license, or commercialize IP;

iv. Confidentiality, publication, benefit-sharing, and dispute resolution mechanisms.

5.6.3. In the absence of a signed agreement at the time of IP generation:

i. MUHAS shall temporarily retain exclusive custodianship of the IP;

ii. Commercialization or public use shall be deferred until ownership is clarified in writing.

iii. The parties shall engage in negotiations sincerely to finalize the terms of ownership and benefits within a period of 60 days.

5.6.4. Joint ownership shall only arise where the parties have made substantive, documented contributions to the conception, development, or funding of the IP.

5.6.5. All spin-offs or start-ups arising from MUHAS-led collaborations shall comply with the MUHAS Innovation and Commercialization Framework (see Section 4 and Section 8.2 of this Policy).

5.6.6. Disputes relating to IP ownership, usage, or revenue sharing in the context of collaborative projects shall be initially directed to the MUHAS Senate Research, Publications, and Innovation Committee (SRPIC) for internal resolution prior to proceeding to external arbitration in accordance with applicable laws.

5.7. Third-Party Agreements with Sponsors/Funders

5.7.1. Intellectual Property (IP) created under externally funded or sponsored research and innovation projects shall remain the property of MUHAS, unless a written agreement explicitly grants alternative IP ownership or license rights.

5.7.2. All agreements involving third-party sponsors, donors, or collaborators shall:

a. Undergo review and clearance by the MUHAS Legal Unit and relevant research governance structures prior to project commencement.

b. Clearly articulate IP ownership, access to background IP, confidentiality obligations, rights to publish, and benefit-sharing mechanisms;

c. Signing should only occur after mutual agreement on intellectual property (IP) terms has been formally documented in writing.

5.7.3. Sponsors or funders shall not obtain ownership rights to IP solely by virtue of providing financial or in-kind support.

5.7.4. Where appropriate, MUHAS may grant sponsors or partners a non-exclusive, royalty-free license to utilize IP for purposes that serve the public interest or humanitarian objectives, in accordance with relevant Tanzanian and international IP laws.

5.7.5. MUHAS reserves the right to undertake legal, reputational, and ethical due diligence on all prospective sponsors, particularly in cases involving sensitive technologies, dual-use risks, or community-based research.

5.8. Custody and Governance of Research and Innovation-Related Data

5.8.1. MUHAS shall retain custodianship and/or ownership of all research and innovation-related data generated under its auspices, including but not limited to:

i. Laboratory notebooks and field notes,

ii. Digital and physical datasets,

iii. Audiovisual recordings,

iv. Genomic or clinical data,

v. Software and codes,

vi. Survey tools,

vii. Analysis scripts,

viii. Biological materials and specimen repositories,

ix. Supporting documentation and metadata.

5.8.2. Principal Investigators (PIs) OR designated project leads shall:

i. Ensure secure, ethical, and traceable data management throughout the research lifecycle.

ii. Deposit the final datasets in a repository or archive approved by MUHAS upon project completion.

iii. Ensure compliance with all relevant legal frameworks, including Tanzania's data protection legislation, regulations governing clinical trials, research ethics protocols, and the specific data-sharing stipulations set forth by funding agencies.

5.8.3. MUHAS shall retain the status of the legal custodian of all institutional research data, unless explicitly specified otherwise in a written agreement with an external sponsor or collaborator.

5.8.4. Departing staff, students, or collaborators may request a copy of research data for continued academic or publication purposes. Such copies may only be provided with written approval from the relevant Dean, Director, or the IPMO. The original data must remain with MUHAS.

5.8.5. Any use, re-use, publication, or commercialization of MUHAS data, whether during or after the researcher's affiliation, shall require prior written authorization; clearly acknowledge MUHAS as the custodian and, where applicable, the funder or community stakeholders; and comply with confidentiality, privacy, and benefit-sharing obligations.

5.8.6. MUHAS shall establish internal data governance procedures, including retention periods aligned with the nature of the data (e.g., clinical, contractual, or regulatory); audit trails for access and transfer; and sanctions for unauthorized use, deletion, or commercialization of institutional data.

CHAPTER 6: PROCEDURES FOR PROTECTION OF INTELLECTUAL PROPERTY

6. Procedures for Protection of Intellectual Property

This Chapter describes procedures involved in the protection of various forms of IPs generated at MUHAS.

6.1 Identification and Disclosure of Intellectual Property

6.1.1 Responsibility for Identification of Intellectual Property

i. The responsibility for identifying and safeguarding IP produced within the University shall reside with the MUHAS Innovation Unit (MIU) under the Directorate of Research, Publication, and Innovation.

ii. All colleges, schools, directorates, institutes, centers of excellence, individual staff members, students, and collaborators shall cooperate with MIU in identifying, evaluating, and protecting any IP generated under the auspices of MUHAS.

6.1.2 Obligation to Disclose Intellectual Property

i. Any staff member, student, or collaborator who creates or co-creates potentially protectable IP shall disclose such IP to the MIU utilizing the designated IP Disclosure Form (Appendix VII). It is imperative that the disclosure to the MIU takes place prior to any form of public dissemination. Public disclosure includes, but is not limited to, publications, abstracts, conference presentations, thesis submissions, posters, online posts, or any other non-confidential communication that might jeopardize the novelty of IP.

ii. The disclosure of an IP shall be made within sixty (60) days of its creation or the realization of its commercial potential. The MIU shall acknowledge receipt of the disclosure and document it in a Confidential Intellectual Property Register.

iii. MUHAS shall establish a centralized digital platform for the submission, tracking, and management of invention disclosures. All disclosures shall be submitted electronically unless otherwise authorized by the MIU.

6.1.3 Confidentiality Obligations

i. All disclosures of potentially protectable Intellectual Property (IP) shall be treated as confidential information, including, but not limited to, technical descriptions, research data, design concepts, formulations, algorithms, and prototypes.

ii. Staff, students, collaborators, and any person with access to such disclosures shall:

   a. Refrain from publishing, presenting, submitting theses, or otherwise disseminating the innovation to the public.

   b. Obtain written clearance from the MIU before any form of public disclosure.

c. Where requested, sign Non-Disclosure Agreements (NDAs) in (Appendix III) and Confidentiality agreement in (Appendix II) prior to participating in the evaluation or handling of disclosed IP.

iii. Where the disclosure originates from a student's thesis or dissertation and involves protectable IP, MUHAS may, with the student's written consent, request a delay in submission or publication of up to 90 calendar days to allow for IP registration. The specific delay period may be extended upon mutual agreement.

iv. Any breach of confidentiality obligations shall be subject to the relevant internal disciplinary procedures corresponding to the individual's status (e.g., staff code of conduct, student regulations, or contractual terms for collaborators), and may result in administrative sanctions or the revocation of IP entitlements.

v. All internal evaluators and administrators responsible for managing the disclosure are required to sign NDAs to ensure the confidentiality of proprietary information.

6.2 Evaluation of Protectability and Commercial Potential

6.2.1 Internal Review Process

i. Upon receipt of an invention disclosure, the MIU shall initiate an internal review to determine:

   a. Novelty and prior art

   b. Inventive step and industrial applicability

   c. Potential for registration under national, regional, or international IP regimes

   d. Possible market applications and commercial value.

ii. If necessary, MIU may seek consultation from the pertinent Department, School, Institute, or Unit to solicit technical input and validate the scientific merit of the innovation.

iii. The review process shall be completed within thirty (30) working days of receipt of the disclosure.

6.2.2 Technology and Market Assessment

i. The MIU shall conduct or commission

   a. A technological investigation to determine whether the innovation is protectable.
   b. An estimation of commercial potential, including market demand, scalability, and potential impact.
   c. An investigation of commercial and licensing opportunities and potential industrial partners.
   d. A preliminary market analysis and exploration of potential exploitation routes (licensing, assignment, or spin-off creation).

ii. The findings shall be consolidated into a Potential IP Evaluation Report for submission to MISC.

iii. All individuals involved in the evaluation, protection, or management of disclosed IP must disclose any actual or potential conflicts of interest. The MIU shall maintain a record of such declarations in a register (Appendix I).

6.2.3 Decision on Protection and Feedback to Creators

i. Using the Potential IP Evaluation Report, MIU shall recommend to MISC whether to pursue IP protection, decline protection, or consider releasing rights to the creators.

ii. The decision shall consider:

   a. Novelty, inventiveness, and legal protectability
   b. Strategic alignment with MUHAS's mission and national priorities
   c. Potential socio-economic and public health benefits
   d. Cost implications and resource availability
   e. Market readiness and feasibility of commercialization.

iii. Upon conclusion of the internal evaluation of a disclosed IP, the MIU shall issue a formal written notification to the creator(s) within ten (10) working days of the evaluation's completion.

iv. The notification shall clearly indicate one of the following outcomes:

   a. Approved without revisions: The intellectual property has been accepted for protection and commercialization in its submitted form.
   b. Approved with revisions: The intellectual property is deemed protectable, pending clarification or technical amendments. The Creator(s) will be required to submit the necessary revisions within 30 working days.
   c. Declined: The disclosure does not meet the required criteria for protection at this time. The notification shall include a brief explanation of the reasons. Creator(s) may revise and resubmit within sixty (60) calendar days, or appeal the decision to the SRPIC.

6.3 Protection and Registration of Intellectual Property

6.3.1 Filing and Registration

i. Where protection is recommended, the MIU shall coordinate the preparation and filing of applications in collaboration with the creators.

ii. Registration of IP may be undertaken through:

iii. Local authorities: Business Registration and Licensing Agency (BRELA) for patents, trademarks, and industrial designs, Copyright Society of Tanzania (COSOTA) – copyrights and related rights, Tanzania Official Seed Certification Institute (TOSCI) – plant varieties.

iv. Regional and international bodies: African Regional Intellectual Property Organization (ARIPO) under the Harare or Banjul Protocols, World Intellectual Property Organization (WIPO) through the Patent Cooperation Treaty (PCT), Madrid Protocol, or Hague System.

v. Where IP arises from collaborative creation initiatives involving external institutions or funding partners, joint ownership shall be governed by written agreements specifying rights, obligations, and commercialization procedures. In the absence of such contracts, ownership shall be determined in accordance with national IP law.

vi. The MIU shall determine the geographic coverage of protection based on the potential market and the University's strategic interests. Where inventors wish to extend protection beyond the approved jurisdictions, they may do so at their own cost, subject to prior written approval by the University.

6.3.2 Costs of IP Protection

The University shall bear reasonable costs associated with filing, prosecution, and maintenance of IP rights, subject to budgetary availability. Cost-sharing arrangements may be established for collaborative or externally funded projects.

6.4 Maintenance, Renewal, and Enforcement

6.4.1 Maintenance and Renewal of Rights

The MIU shall monitor and ensure the timely payment of renewal, annuity, and maintenance fees for all protected IP. The MIU shall maintain an updated MUHAS IP Asset Register detailing registration status, renewal timelines, and ownership information.

6.4.2 Enforcement of Rights

The University reserves the right to take appropriate legal or administrative action against unauthorized use, infringement, or misappropriation of its IP. Where necessary, the University shall collaborate with relevant authorities to enforce its rights.

6.4.3 Release or Assignment of Rights

Where the University elects not to pursue or maintain protection, creators may apply in writing for assignment or licensing of such rights. The DRPI, subject to approval by University Management, may release rights on terms that ensure continued academic and research use by MUHAS.

6.5 Special Categories of Intellectual Property

6.5.1 Traditional Knowledge and Genetic Resources

Intellectual property resulting from indigenous knowledge, traditional medicine, or the utilization of biological and genetic resources shall be safeguarded in accordance with applicable national and international laws, regulations, protocols, and treaties.

6.5.2 Plant Breeders procedures

MUHAS shall ensure that any such IP incorporates appropriate community consent and equitable benefit-sharing mechanisms.

CHAPTER 7: PROCEDURES FOR TECHNOLOGY TRANSFER/COMMERCIALIZATION OF INTELLECTUAL PROPERTY

7 Procedures for Technology Transfer/Commercialization of Intellectual Property

The commercialization of IP developed at MUHAS shall be governed by this section. This framework regulates the commercialization of IP owned or co-owned by MUHAS, ensuring compliance with pertinent laws, ethical standards, and institutional obligations. All commercialization activities shall be conducted in a manner that fosters innovation, respects the public interest, and aligns with the University's strategic objectives.

7.1 Commercialization Strategies

MUHAS shall adopt suitable commercialization models tailored to the nature of the IP, its developmental stage, and the University's strategic priorities. Permissible models encompass:

7.1.1 Licensing involves the University granting specific rights to third parties for the use of its intellectual property in exchange for royalties, equity, or other considerations. These licenses may be designed as exclusive, non-exclusive, or limited by field or geography, in accordance with strategic objectives.

7.1.2 Assignments involving the transfer of ownership of intellectual property to third parties shall occur solely under exceptional circumstances, contingent upon thorough justification and formal approval by the MUHAS Intellectual Property Committee.

7.1.3 Joint ventures and strategic alliances are established through the execution of formal collaborative agreements with public or private partners for the co-development or commercialization of intellectual property. Such engagements shall adhere to Tanzanian legal requirements and obtain the necessary institutional approvals.

7.1.4 Spin-Off Companies are established as distinct legal entities to commercialize university-generated intellectual property, with equity interests potentially held by MUHAS and/or the inventors, in accordance with the provisions of the MUHAS Spin-Off Policy.

7.1.5 Humanitarian Licensing and Public Access, whereby intellectual property may be made available for non-commercial use or open access, particularly where the innovation addresses significant public health or environmental challenges in Tanzania or other low-resource settings.

7.2 Market Assessment and IP Valuation

All IPs identified for potential commercialization shall be subject to a structured evaluation process, prior to the execution of any commercial transaction. The evaluation for commercialization shall comprise the following components:

7.2.1 Market Feasibility Analysis, including the assessment of demand potential, identification of competing products or technologies, and evaluation of barriers to market entry.

7.2.2 Intellectual Property Valuation involves the application of established valuation methodologies, such as cost-based, income-based, or market-based approaches, to determine the indicative commercial value of the intellectual property.

7.2.3 Technology Readiness Assessment involves evaluating the innovation's current development stage, scalability potential, and any supplementary research and development necessary to ensure its commercial viability.

7.2.4 The Strategic Alignment Review assesses the significance and contribution of IP) to MUHAS's strategic priorities. This process includes verifying alignment with the MUHAS Strategic Plan (2025–2030), Tanzania's Vision 2025, and the United Nations Sustainable Development Goals.

7.2.5 Valuations may be conducted by the University itself or by external experts appointed for such purposes. The results of these valuations shall inform decisions regarding licensing arrangements, equity stakes, and the structuring of partnerships.

7.3 Agreements and Negotiation Procedures

All commercialization activities involving IP shall be executed through written agreements, developed and concluded in accordance with established University procedures. The following provisions shall apply:

7.3.1 The various types of agreements, including but not limited to license agreements, assignment agreements, data transfer agreement (Appendix IV) Memoranda of Understanding (MoU), non-disclosure agreements (NDAs) (Appendix III), and material transfer agreements (MTAs) (Appendix V), shall be executed in accordance with the nature of the transaction and the strategic interests of the University.

7.3.2 Negotiation Oversight shall rest with the MUHAS Intellectual Property Office, which shall lead all negotiations with support from the Legal Unit, the Business Development Unit (MBDU), and the relevant academic or research departments or units involved.

7.3.3 The Approval Protocol shall stipulate that all proposed agreements must undergo a thorough review process and obtain a recommendation from the MISC. Final authorization shall be granted by the Deputy Vice Chancellor – Research or by any other authorized entity as specified in accordance with university policy.

7.3.4 Due diligence shall be conducted on all prospective partners prior to entering into any binding arrangement. This shall include reputational, financial, and legal assessments to ensure that the proposed engagement aligns with MUHAS values, institutional policies, and the legal framework of the United Republic of Tanzania.

7.4 Ethical, Sustainable, and Inclusive Commercialization

MUHAS shall ensure that all commercialization of IP adheres to ethical standards and promotes principles of equity, sustainability, and social responsibility. To that end, the following provisions shall apply:

7.4.1 Ethical review shall be mandatory for initiatives involving the commercialization of sensitive technologies, pharmaceuticals, or work with vulnerable populations. Such initiatives shall be examined by the TTO under MIU.

7.4.2 Equitable access shall be guaranteed in the commercialization of intellectual property concerning public health, essential services, or life-saving technologies. Agreements shall incorporate provisions that secure affordability and accessibility, especially for underserved or low-resource communities.

7.4.3 Inclusivity and gender equity shall be promoted through deliberate measures aimed at encouraging the participation of women, early-career researchers, and historically underrepresented groups in innovation, entrepreneurship, and commercialization processes supported by the University.

7.4.4 Environmental responsibility shall be incorporated into decision-making processes, with priority given to commercialization pathways that promote climate resilience, environmental sustainability, and the principles of the circular economy.

7.5 Use of Third-Party Agents and Strategic Enablers

In support of effective commercialization, MUHAS may engage qualified external service providers and institutional partners, subject to applicable procurement and governance procedures. Such engagements may include:

7.5.1 Patent attorneys and intellectual property firms shall provide technical assistance in the filing, prosecution, and maintenance of intellectual property rights at the national, regional, and international levels, including compliance with relevant statutory procedures.

7.5.2 Technology Transfer Brokers and Innovation Consultants are to provide advice on commercialization strategies, facilitate intellectual property due diligence and auditing processes, and support the structuring and negotiation of commercial transactions.

7.5.3 Business Incubators and Accelerators are designed to facilitate the development and expansion of spin-off ventures by providing mentorship, access to seed capital, business development services, and networking opportunities.

7.5.4 Legal and financial advisors are to offer expert guidance in complex negotiations, structuring of equity and shareholding arrangements, tax planning, and institutional risk mitigation.

7.5.5 Depending on the nature of the engagement, such engagements may be subject to MoUs, Tanzania procurement Laws and regulations, and contracting frameworks, and shall be monitored to ensure performance, ethical compliance, and value for money.

7.6 Monitoring, Evaluation, and Risk Management

MUHAS shall establish and implement a monitoring and evaluation framework to assess the performance of commercialization activities and to manage related risks. The framework shall include, but not be limited to Key Performance Indicators (KPIs), Annual Commercialization Report, and Risk Assessment Protocols and Reports.

CHAPTER 8: REVENUE SHARING

8 Revenue Sharing

This chapter outlines the procedures for sharing of revenues arising from the commercialization of various IP created through various channels and initiatives at MUHAS.

8.1 General aspects on Revenue Sharing

8.1.1 Revenue sharing pertains to the allocation of proceeds generated from the commercialization of IP developed under the auspices of MUHAS.

8.1.2 Gross income encompasses all monetary or in-kind considerations received by MUHAS or its affiliates for IP commercialization. This includes royalties (whether upfront, milestone, or ongoing), license and option fees, dividends, equity interests, and non-monetary benefits such as equipment or services obtained in exchange for MUHAS-owned IP.

8.1.3 Net income refers to the gross income less reasonable direct and indirect costs incurred by MUHAS in securing, protecting, managing, and commercializing the IP. Such costs encompass registration and maintenance of IP rights, legal and advisory fees, valuation, audits, enforcement, market analysis, technology transfer activities, and applicable transaction charges.

8.1.4 In situations where commercialization entails unconventional or costly circumstances, such as significant development expenditures, intricate IP portfolios, or contributions from external financial sources, the TTO may, on a case-by-case basis, grant approval for modified cost-recovery arrangements. All such deviations shall be documented in writing and are subject to review by the MISC.

8.2 Revenue Sharing Formula

8.2.1 Revenue Sharing for Privately Developed IP

The creator shall retain full ownership of intellectual property developed independently of MUHAS and without utilizing the University's resources, as outlined in Chapter 5 of this policy. Nevertheless, the university may engage in good-faith negotiations to potentially be recognized as a shareholder, contingent upon the terms of the signed agreements.

8.2.2 Revenue Sharing for IP developed through MUHAS IP creation initiatives

i. IPs generated through MUHAS-supported innovation initiatives, including but not limited to ideation activities, incubation programs, IP protection assistance, or commercialization support, shall entitle the University to an institutional equity stake or ownership share in any resultant venture or spin-off entity.

ii. The percentage of equity or IP ownership allocated to MUHAS shall be determined cumulatively based on the level of institutional support provided, as outlined in the **Table 1** below:

Table 1: An outline of minimum percentage shares to be owned by MUHAS per categories of Innovators.

SN	Stage of Support Involved	Minimum % of shares to be given to MUHAS	
		Students/Alumni-led Innovations	Staff-led innovations
1	Ideation generation through MUHAS Idea generation activities	3	4
2	Involved in Phase I incubation programs	4	6
3	Involved in Phase II incubation programs	4	6
4	Support in Intellectual Right Protections	5	7
5	Fundraising and Commercialization stage	5	7

iii. The cumulative equity or IP share accruing to MUHAS shall be calculated proportionally based on the stages involved. Where ALL stages apply, a minimum cumulative share of 21% (for students/alumni) and 30% (for staff) shall be vested in MUHAS.

iv. If the support provided at any stage exceeds the minimum threshold, the Technology Transfer Office (TTO), in consultation with the MISC, shall determine and approve a proportionate upward adjustment to the University's equity share.

v. All ownership arrangements under this provision shall be formalized through legally binding instruments, including IP assignment deeds, shareholder agreements, or licensing contracts, as applicable.

vi. Deviations from the prescribed formula shall be justified in writing and approved by the Deputy Vice Chancellor-Research and Consultancy upon recommendation of the MISC.

vii. In all cases where IP rights and royalties are shared between creator(s) of the IP and the University, the “MUHAS Innovation Incubation and IP revenue sharing agreement (Appendix VIII) must be used.

8.2.3 Revenue Sharing for IP Owned by MUHAS

Unless otherwise stipulated in a duly executed IP revenue sharing agreement or relevant contractual instrument, net income arising from the commercialization of MUHAS-owned intellectual property (Refer Chapter 5) shall be distributed as described in **Table 2** below:

Table 2: An outline of percentage revenue sharing for IPs owned by MUHAS by virtue of the origin/nature of creation

SN	Recipient	Percentage Share	Purpose
1	Lead creators or their heirs/Next of kin	50%	Personal benefit of the IP creators (subject to income tax)
2	Lead creator's Unit/Department	20%	Support of further research, capacity building, and innovation activities
3	Lead creator's School/Directorate/Institute	10%	Strengthening faculty-level Research and Development and innovation capacity
4	MUHAS central fund	20%	Reinvestment through the MUHAS IP Leverage/Innovation Fund for institutional IP management and technology transfer

8.2.4 Institutional IP Excluded from Revenue Sharing

MUHAS shall retain full and exclusive ownership of intellectual property developed under work-for-hire arrangements, including institutional trademarks, official course curricula, software commissioned by the University, administrative systems, and similar assets. Such IP shall not be subject to the revenue-sharing arrangement unless the University Council grants an exception upon the recommendation of the SRPIC and the Grants Committee.

8.2.5 Shared-Based Adjustments

For IP originating from research funded externally or regulated by agreements such as a materials transfer agreement, confidentiality agreement, or other legal obligations affecting IP ownership rights, the predetermined terms and conditions governing IP rights outlined in the research contract shall apply. In the absence of such agreements, conditions 8.2.3 and 8.2.4 above shall be applicable

8.2.6 Revenue sharing among multiple creators

i. If multiple creators are involved, their proportional contributions shall be indicated in the IP Disclosure Form (Appendix VII). In the absence of such an agreement, equal contribution shall be assumed.

ii. The TTO may revise the allocation if new evidence of contribution arises during subsequent/further IP development.

iii. The creator shall not assign or license the IP without the written consent of the University.

iv. Any dispute concerning proportional contributions shall be referred to the MISC for review and final recommendation.

8.2.7 Case-by-Case Modifications

i. Adjustments to the sharing formula may be made where:

a. Student, alumni, and staff-generated creations may require negotiations deemed necessary.

b. The IP creator holds equity in, or has a direct interest in, a spin-off entity.

c. External sponsors or co-owners have established predefined benefit-sharing arrangements.

d. The commercialization process necessitates significant institutional investment.

Any such modification must be approved in writing by the DRPI.

ii. All modifications on a case-by-case modifications shall be supported by a written rationale and formally documented in the MUHAS IP Revenue Register.

8.3 Treatment of monetary and non-monetary benefits

8.3.1 For all MUHAS-owned IP, monetary benefits received shall be treated as standard commercialization income and distributed in accordance with the net income formula in Tables 1 and 2 above.

8.3.2 For all IP developed through MUHAS IP creation initiatives, the royalties, equity, and milestone payments payable to MUHAS shall be in accordance with the cumulative percentage shares owned by MUHAS as stipulated and formalized in MUHAS Innovation Incubation and IP revenue sharing agreement (Appendix VIII)

8.3.3 Non-monetary benefits, including equipment or services, shall be appraised using internationally recognized valuation methodologies, and corresponding monetary values shall be employed for revenue sharing purposes.

8.3.4 When non-monetary benefits are received, the valuation process shall involve an independent third-party expert if the estimated value exceeds the threshold set by the University Finance Guidelines.

8.3.5 In instances where distinctive forms of compensation are received, such as convertible equity, service credits, or IP exchanges, the TTO shall negotiate an equitable valuation and benefit distribution in collaboration with all involved parties.

8.3.6 Disbursements shall be executed in accordance with MUHAS's financial policies, regulations, and national tax requirements.

8.4 Tax and Regulatory Considerations

i. All income distributed to creators shall be subject to applicable personal income tax laws of Tanzania.

ii. MUHAS shall deduct and remit applicable taxes as required by the Tanzania Revenue Authority (TRA).

iii. Revenue sharing and related transactions must comply with:

a. The Tanzania Industrial Property Act and Copyright and Neighboring Rights Act;

b. The Public Finance Act and University Financial Regulations; and

c. National and institutional guidelines on benefit sharing and research governance.

d. Any other relevant national laws, regulations, and guidelines.

8.5 Audit and Transparency

The MUHAS shall maintain accurate records of all income, deductions, and disbursements related to IP commercialization, subject to internal and external audits to ensure fairness, accountability, and compliance.

CHAPTER 9: CONFLICT OF INTEREST AND COMMITMENT

9 Conflict of Interest and Commitment

A Conflict of Interest (COI) occurs when an individual affiliated with MUHAS, including employees, students, researchers, and committee members, possesses personal, financial, or professional interests that conflict with or interfere with their primary duties and responsibilities to the University. Such competing interests could potentially influence or be perceived to influence their judgment, decision-making, or conduct, thereby risking the interests, integrity, and reputation of MUHAS. In the context of intellectual property, a conflict of interest may arise when personal or financial interests unduly influence decisions regarding the creation, ownership, licensing, or protection of intellectual property assets that rightfully belong to or involve MUHAS.

9.1 Types of Conflicts of Interest

Conflicts of interest at MUHAS can be actual, potential, or perceived and typically fall into the following categories:

9.1.1 Financial conflicts arise when an individual or a family member holds a substantial financial interest—such as ownership, stock, or paid consultancy—in an external entity that sponsors research, offers services to, or competes with MUHAS.

9.1.2 Academic and professional conflicts occur when personal relationships—such as those between supervisors and students or among collaborators—affect academic evaluation, authorship credit, or peer review processes. This also encompasses the improper use of MUHAS resources or intellectual property for unauthorized private benefit.

9.1.3 Commitment conflicts occur when external professional activities or secondary employment excessively consume time and attention, thereby impairing the individual's ability to fulfill their primary responsibilities to MUHAS.

9.1.4 Intellectual Property Conflicts refer to situations where a creator’s personal financial interests in a company may influence the design, outcomes, or reporting of research funded by that entity, as well as impact the management of related patents or copyrights.

9.2 Conflict of Interest Declaration Process

9.2.1 All Covered Individuals shall proactively declare any actual, potential, or perceived conflicts of interest in a timely manner.

9.2.2 A mandatory Conflict of Interest Declaration Form (Appendix I) must be completed:

i. Upon initial appointment or registration.

9.2.3 At the time of any grant, contract, or research proposal application.

ii. On an annual basis, as determined by the University.

iii. Promptly upon the emergence of any new potential conflict.

The completed form shall be submitted directly to the MIU.

9.2.4 All declared conflicts of interest shall be managed confidentially and objectively, with MIU thoroughly evaluating each declaration to determine the existence and severity of any dispute.

9.3 Sanctions and Enforcement

9.3.1 Failure to disclose a conflict of interest or non-compliance with an agreed-upon management plan constitutes a serious breach of the MUHAS IP policy and may result in disciplinary action.

9.3.2 Sanctions will be proportional to the gravity of the violation and may encompass:

i. Formal reprimand and notation in the personnel file.

ii. Ineligibility for internal grants, promotions, or supervisory roles.

iii. Suspension or termination of employment or enrollment.

iv. Legal action, where applicable, in cases involving financial misconduct or misuse of intellectual property.

9.3.3 Enforcement will be carried out in accordance with the existing MUHAS staff regulations, code of conduct, and student disciplinary procedures.

9.4 Grievance Redress and Dispute Settlement

9.4.1 MUHAS is dedicated to addressing grievances and disputes concerning innovation and intellectual property in a prompt, equitable, and efficient manner. The principal strategy involves preventing conflicts via transparent communication and agreements, and resolving them through internal mechanisms prior to seeking external remedies.

9.4.2 Preventive Measures shall employ the following strategies:

i. Maintaining clear, transparent, and open communication with all innovators.

ii. Utilizing well-drafted contracts and agreements that define all terms, responsibilities, and expectations.

iii. Providing conflict-resolution training for key personnel in innovation management.

iv. Fostering a culture of collaborative problem-solving to seek mutually beneficial outcomes.

9.4.3 Resolution procedures shall include the following steps:

i. Step 1 - Informal Resolution: The parties must first attempt to resolve the dispute through direct discussion and negotiation.

ii. Step 2 - Formal Internal Mediation, whereby:

a. If informal resolution fails, specific disputes concerning revenue distribution, equity, or IP valuation shall be referred to the MISC, with possible escalation to the DVC-RC or to a special committee appointed by the DVC-RC.

b. All internal procedures shall be concluded within 30 working days where practicable.

c. Individuals who disagree with a decision made by the DVC-RC or the special committee appointed by him/her may seek redress by submitting a written appeal to the Vice Chancellor's office within 30 days of the decision.

d. Such an appeal shall be reviewed by an independent panel appointed by the Vice-Chancellor. The decision of the appellate panel is final and binding within the University's internal governance structure.

iii. Step 3 - External Mediation.

i. If internal mediation proves unsuccessful, the Vice-Chancellor shall designate a neutral third-party mediator, whether from within the institution or from external sources.

ii. The mediator's role shall be to facilitate a mutually acceptable solution.

iv. Step 4 - Legal Recourse: In the event that all mediation efforts prove unsuccessful, the dispute shall be resolved in accordance with the pertinent national legislation of the United Republic of Tanzania.

CHAPTER 10: GENERAL PROVISIONS AND ADMINISTRATION

10 General Provisions and Administration

This chapter outlines the governance context of the policy, detailing its revision history, consulted stakeholders, approval and endorsement processes, and institutional ownership. It further situates the policy within relevant legislation, related policies, and strategic documents, and specifies its effective date, review cycle, and responsible authorities for transparent implementation and compliance.

10.1 Policy Status

This is the second revision of the policy, originally developed in 2011 and revised for the first time in 2017.

10.2 Key Stakeholders

The following stakeholders were consulted during the development of the policy and its associated procedures. They are directly/indirectly responsible for implementation and compliance monitoring.

- Vice Chancellor
- Deputy Vice Chancellor-Planning, Finance and Administration
- Deputy Vice Chancellor-Academic
- Deputy Vice Chancellor-Research and Consultancy
- Deans, Directors, and Heads of Units/Departments
- Legal Services Unit
- MUHAS Business Development Unit
- MUHAS community (Students and staff)
- Tanzanian Commission for Science and Technology (COSTECH)
- Business Registration and Licensing Agency (BRELA)
- Copyright Society of Tanzania (COSOTA)
- Tanzania Startups Association (TSA)

10.3 Approval Details

- Name of approval body: The University Council
- Council Agenda item: 7
- Meeting number: 80
- Date of the meeting: 23rd February 2026

10.4 Endorsement Details

- Name of endorsing body: The Committee of Deans and Directors (CDD)
- Agenda item: 19
- Meeting number: 114
- Meeting date: 9th January 2026

10.5 Related Legislation

- The Muhimbili University of health and Allied Sciences Charter and Rules
- Other relevant Tanzanian statutes and regulations
- Copyright and Neighbouring Rights Act (Cap 218)

- Patents (Registration) Act (Cap 217)
- Protection of New Plant Varieties Act (2012)
- Fair Competition Act (2003)

10.6 Related Policies

- MUHAS Spin-off Policy
- MUHAS Research Policy
- MUHAS Research
- Consultancy Bureau Policy and Operations Procedures July 2020x
- Institutional Overhead Policy and Procedures, July 2023
- Resource Mobilization Policy 2018

10.7 Related Documents

- MUHAS Financial regulations
- MUHAS Business Development Plan
- MUHAS 5 Years Rolling Strategic Plan (2024/2025 – 2029/2030).
- Reference to regional frameworks (ARIPO protocols) and relevant international agreements (e.g., TRIPS, WIPO).

10.8 Effective Date for the Policy

Unless otherwise determined by the University Council, this policy shall become effective from the date of its approval.

10.9 Next Review Date

The next review date will be three (3) years from the date of policy approval, unless directed otherwise by the University Council.

10.10 Policy Owner

The University Council.

10.11 Policy Author

The Vice Chancellor.

CHAPTER 11: APPENDICES

11 Appendices

The appendices provide standardized tools and templates to support the implementation of this Policy, including forms and agreements for conflict of interest declarations, confidentiality and non-disclosure, data and material transfer, incubation, intellectual property disclosure, and revenue sharing, ensuring consistency, transparency, and legal compliance across all innovation and IP management processes.

Appendix I:

MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES

DIRECTORATE OF RESEARCH PUBLICATIONS AND INNOVATION

CONFLICT OF INTEREST DECLARATION FORM

1. Purpose

- This form is intended for use by all Parties (internal and external individuals, collaborators, institutions, or partners) who may have an interest in or prior engagement with created intellectual property (IP).
- It aims to disclose any potential or existing conflicts of interest related to the ownership, use, or commercialization of the created IP.
- The IP described herein may encompass patentable inventions or innovations, copyrighted materials, trademarks, industrial designs, or other creative IP developed within or outside MUHAS.

2. Title of Intellectual Property

(Provide the title of the IP created to which this declaration relates)

3. Type of Intellectual Property (Tick where appropriate)

	Patent		Copyright		Trademark		Trade Secret
	Industrial Design		Plant Breed		Others (Specify)		

4. Declarant Information

Name	Institution/Organization	Position/Title	Email address

5. Nature of Involvement or Interest

Please describe the nature of your involvement or interest related to the IP mentioned in this form (e.g., funding, collaboration, material contribution, advisory role, or prior rights claim).

6. Related Agreements

Was the work leading to this IP associated with any agreement involving you or your institution, such as:

- Material Transfer Agreement (MTA)
- Data Transfer Agreement (DTA)
- Software License
- Confidentiality/Non-Disclosure Agreement (NDA)
- Collaboration or Sponsored Research Agreement

[ ] **Yes** [ ] **No**

If **Yes**, please specify the type of agreement(s), parties involved, and provide copies or references

7. Declaration of Potential Conflict of Interest

Do you or your institution:

- Hold any ownership or claim over the IP created?
- Have any financial or commercial interest in the IP or related entities?
- Have any prior agreements that could affect MUHAS's ownership or commercialization rights?

[ ] **Yes** [ ] **No**

If **Yes**, please describe the nature of the conflict or interest:

8. Declaration

I (*Insert your full name here*) hereby declare that, the information provided in this form is accurate to the best of my knowledge. I acknowledge that this declaration relates to intellectual property created and agree to cooperate with the MIU in resolving any identified or potential conflicts of interest.

Signature		Date	

9. For Official Use

MUHAS Innovation Unit

Received by	
Date	
Comments	
Signature	

Director – Research Publications and Innovation

Received by	
Date	
Comments	
Signature	

APPENDIX II

MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES (MUHAS)

DIRECTORATE OF RESEARCH, PUBLICATION AND INNOVATION

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement ("Agreement") is entered into as of [Date_____] ("Effective Date"),

BETWEEN:

(Discloser's Name)_____

of the MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES (MUHAS), a university established under the laws of the United Republic of Tanzania, with its principal offices located at 9 United Nations Road, Ilala, Dar-es-Salaam, and postal address P.O. Box 65001, Dar-es-Salaam, Tanzania (hereinafter referred to as "MUHAS");

AND

(Receiving party's Name) _____

of (Receiving party's Entity) _____

Address _____

(hereinafter referred to as the "Recipient");

MUHAS and Recipient may be referred to individually as a "Party" and collectively as the "Parties."

1. BACKGROUND

The Parties wish to explore a potential relationship concerning:

_____

_____

_____

_____

for potential collaboration or investment (the "Purpose").

In the course of discussions regarding the Purpose, either Party (as the "Disclosing Party") may disclose certain confidential, proprietary, and non-public information to the other Party (as the "Receiving Party").

The Parties therefore agree as follows:

2. DEFINITION OF CONFIDENTIAL INFORMATION

"**Confidential Information**" shall mean any and all non-public information, in any form (whether written, oral, electronic, or tangible), disclosed by the Disclosing Party to the Receiving Party that is designated as "Confidential" or which, given the nature of the information or the circumstances of its disclosure, a reasonable person would understand to be confidential. Confidential Information includes, but is not limited to:

i. Business, financial, and marketing plans and data.
ii. Technical information, including inventions, patent applications, know-how, formulae, processes, designs, drawings, engineering, and source code.
iii. Research data, laboratory notebooks, and experimental results.
iv. Product prototypes, samples, and specifications.
v. The terms and existence of this Agreement and the discussions between the Parties.

3. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party shall:

i. Hold the Disclosing Party's Confidential Information in strict confidence and protect it using the same degree of care it uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care.

ii. Use the Confidential Information solely for the Purpose and for no other purpose whatsoever, including for its own commercial benefit or the benefit of any third party.

iii. Not disclose, publish, or disseminate any Confidential Information to any third party without the prior written consent of the Disclosing Party.

iv. Restrict access to the Confidential Information only to its employees, directors, and professional advisors (its "Representatives") who have a "need to know" for the Purpose and who are bound by confidentiality obligations at least as restrictive as those contained in this Agreement. The Receiving Party shall be liable for any breach of this Agreement by its Representatives.

4. EXCLUSIONS

i. The obligations in Section 2 shall not apply to information that the Receiving Party can demonstrate:

ii. Was publicly known or available prior to the time of disclosure by the Disclosing

Party;

iii. Becomes publicly known or available after disclosure through no fault or action of the Receiving Party;

iv. Was already lawfully in the Receiving Party's possession prior to disclosure, without restriction on confidentiality;

v. Is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or

vi. Was independently developed by the Receiving Party without any use of or reference to the Disclosing Party's Confidential Information.

5. INTELLECTUAL PROPERTY RIGHT

All Confidential Information disclosed under this Agreement shall remain the sole and exclusive property of the Disclosing Party. Nothing in this Agreement grants the Receiving Party any license, right, or interest in any of the Disclosing Party's intellectual property, including any patents, copyrights, trademarks, or trade secrets.

6. RETURN OF INFORMATION

Upon the written request of the Disclosing Party, or upon the termination of this Agreement, the Receiving Party shall promptly (and in any event within 30 days):

i. Return to the Disclosing Party all documents and tangible materials containing or representing Confidential Information; and

ii. Permanently erase or destroy all electronic copies of Confidential Information.

iii. The Receiving Party may retain one (1) archival copy in its legal files solely to ensure compliance with its ongoing obligations under this Agreement, which copy shall remain subject to all terms hereof.

7. TERM AND DURATION

This Agreement shall remain in effect for a period of _____ years from the Effective Date. The obligation to protect Confidential Information shall survive the termination or expiration of this Agreement for a period of _____ years thereafter. For information that qualifies as a "trade secret" under applicable law, the obligations of confidentiality shall survive for as long as the information remains a trade secret.

8. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the United Republic of Tanzania.

9. MISCELLANEOUS

This Agreement constitutes the comprehensive understanding between the Parties regarding the subject matter herein and overrides all previous discussions. Amendments to this Agreement shall only be valid if made in writing and signed by both Parties. Should any provision be deemed invalid, the remaining provisions shall continue to be effective in their entirety.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

FOR AND ON BEHALF OF MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES

Signature: _____

Name: _____

Title: _____

Date: _____

IN WITNESS

Signature: _____

Name: _____

Title: _____

Date: _____

FOR AND ON BEHALF OF THE RECIPIENT:

Signature: _____

Name: _____

Title: _____

Date: _____

IN WITNESS

Signature: _____

Name: _____

Title: _____

Date: _____

APPENDIX III

MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES (MUHAS)

DIRECTORATE OF RESEARCH, PUBLICATIONS AND INNOVATION

NON-DISCLOSURE AGREEMENT (NDA) FORM

THIS AGREEMENT is made as of the _____ day of _____, 20____ (the "Effective Date").

BETWEEN:

(Discloser's Name) _____

of the MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES (MUHAS), a university established under the laws of the United Republic of Tanzania, with its principal offices located at 9 United Nations Road, Ilala, Dar-es-Salaam, and postal address P.O. Box 65001, Dar-es-Salaam, Tanzania (hereinafter referred to as the "Disclosing Party");

AND

(Receiving party's Name) _____

of (Receiving party's Entity) _____

Address

_____

(hereinafter referred to as the "Receiving Party");

Collectively referred to as the "Parties."

WHEREAS the Parties wish to explore a potential relationship concerning [Describe the purpose of the discussion, e.g., a research collaboration, evaluation of a technology, potential license] (the "Purpose"); and

WHEREAS in the course of discussions regarding the Purpose, the Disclosing Party may disclose certain confidential, proprietary, and non-public information to the Receiving Party;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. PURPOSE

To explore a potential relationship regarding

_____
_____
_____
_____

2. CONFIDENTIAL INFORMATION

All non-public information disclosed for the Purpose that is marked "Confidential" or should reasonably be considered confidential.

3. OBLIGATIONS

The Receiving Party must:

i. Protect the information with reasonable care.
ii. Use it only for the Purpose stated above
iii. Not disclose it to third parties without prior written consent.
iv. Ensure its employees/advisors with a "need to know" are also bound by confidentiality.

4. EXCLUSIONS

Confidentiality obligations do not extend to information that is already publicly available, lawfully obtained from other sources, or independently developed without utilizing the disclosed information.

5. KEY TERMS

i. No IP Transfer - The Disclosing Party retains all rights to its information.
ii. Return/Destroy -Upon request, the Receiving Party must return or destroy all Confidential Information.
iii. Term - The confidentiality obligations survive for _____ months/years, or for as long as the information remains a trade secret.
iv. No Warranty-Information is provided "as-is" without any guarantee of accuracy.
v. Governing Law: This agreement is governed by the laws of the United Republic of Tanzania.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

DISCLOSING PARTY

Signature: _____

Name: _____

Title: _____

Date: _____

IN WITNESS

Signature: _____

Name: _____

Title: _____

Date: _____

RECEIVING PARTY

Signature: _____

Name: _____

Title: _____

Date: _____

IN WITNESS

Signature: _____

Name: _____

Title: _____

Date: _____

APPENDIX IV

MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES

DIRECTORATE OF RESEARCH PUBLICATIONS AND INNOVATION

DATA TRANSFER AGREEMENT FOR IP CREATION-RELATED ACTIVITIES

This Data Transfer Agreement for IP Creation-Related Activities (here-in-after referred to as the "Agreement") is made this_____ Day of _____, 20____

Between_____ of P.O Box_____

(hereinafter referred to as the "PROVIDER");

AND

_____of P.O Box_____

(hereinafter referred to as "a person" or the "RECIPIENT").

PROVIDER and RECIPIENT may each be referred to as a "Party" or collectively as "Parties" to this Agreement.

This preamble shall be a definitive part of this Agreement

WHEREAS under this Agreement, it is agreed that DATA of IP creation related research/activities may be transferred between Parties to this Agreement only through the conditions stipulated in this Agreement;

WHEREAS the PROVIDER retains all ownership rights on DATA procured from the study;

WHEREAS under this Agreement, it is agreed that the DATA to be transferred pursuant to this Agreement are only those to be used for IP creation-related activities;

WHEREAS it is hereby agreed that no transfer to third parties is allowed, except for IP creation-related research/activities where RECIPIENT has secured the written consent of the PROVIDER;

WHEREAS it is hereby agreed that the RECIPIENT shall cooperate with the PROVIDER to facilitate capacity building in Data management and/or analysis;

AND WHEREAS the parties to the Agreement undertake to be bound by any lawful order or instruction, as they will from time to time be obliged to do by the Permit-Issuing Organization.

NOW THEREFORE, in consideration of the mutual benefits to be derived, as well as the representations, conditions, and promises contained herein,

The **PARTIES HEREBY AGREE AS FOLLOWS:**

1. DEFINITIONS AND RULES OF INTERPRETATION

1.1. Definitions

i. "**Agreement**" means this "Data Transfer Agreement for Innovators" between the Parties.

ii. "**Data**" in this context refers to facts, observations, or any information generated and documented (numerical, descriptive, or visual) as specified in Annex I, which forms part of this agreement.

iii. "**Senate Research Publications and Innovation Committee**" means a committee under MUHAS that reviews, monitors, and coordinates IP creation-related research/activities

iv. "**Permit-Issuing Organization**" refers to the entities possessing the legal authority under the law to issue permits, conduct scientific innovation, or engage in activities collateral to that scientific innovation or related matters.

v. **"Permit**" signifies all consents, approvals, authorizations, notifications, concessions, acknowledgements, licenses, permits, or similar items that must be acquired from any Permit-Issuing Organization.

vi. The term **"Provider"** denotes an individual or entity accountable for delivering the original Data.

vii. "**Recipient**" refers to an individual or organization to which the original data is transferred.

viii. "**The Law**" refers to any applicable legislation of the United Republic of Tanzania or the RECIPIENT country in circumstances where there exists a gap within Tanzanian law.

ix. **"Confidential matter"** refers to information that is proprietary and confidential to the PROVIDER. Such Confidential Matter shall exclude any items of information or data that:

   a. Is within the public domain prior to the time of the disclosure by the PROVIDER to the Receiving Party or thereafter becomes within the public domain other than as a result of disclosure by the RECIPIENT or any of its representatives in violation of this Agreement;

   b. Was, on or before the date of disclosure, in the possession of the RECIPIENT;

c. is obtained by the RECIPIENT from a third party who is not bound by confidentiality obligations;

d. Is hereafter independently developed by the RECIPIENT, without reference to the information received from the PROVIDER.

e. The PROVIDER explicitly authorizes the RECIPIENT to disclose.

1.2. Rules of Interpretation

In this Agreement:

i. The headings are for convenience only and shall not be considered in interpreting this Agreement;

ii. The singular includes the plural and vice versa;

iii. The obligations on the part of the PROVIDER or RECIPIENT shall be interpreted to apply to the conduct and responsibilities of the PROVIDER Investigator or RECIPIENT Investigator, respectively.

2. GUIDING PRINCIPLES FOR DATA TRANSFER AGREEMENTS

2.1. General Aspects

i. This Agreement shall be linked to a project that has received ethical clearance from the MUHAS Institutional Review Board (IRB). The need to transfer DATA shall be outlined in an approved proposal or in a subsequent amendment.

ii. Signing of this Agreement shall be mandatory for all IP creation activities involving investigators within the United Republic of Tanzania who are involved in handling the data in any way, and such fact shall be declared in an approved proposal.

iii. For projects involving foreign investigators (outside Tanzania), the Data Transfer Agreement and related guidelines prescribed by the National Institute of Medical Research (NIMR) shall be used.

iv. The Parties shall submit or ensure the submission of all requisite preliminary applications for the consents to the MUHAS IRB, diligently pursue all such applications, and employ all reasonable efforts to preserve the validity of these consents once acquired.

2.2. Data Transfer for Collaborative Development

In cases where the RECIPIENT will use the DATA within a joint collaboration aimed at advancing the PROVIDER's research or innovation, such as toward proof-of-concept, minimum viable product (MVP), advanced development, or potential commercialization, the DATA shall be transferred at no cost. Such transfer shall require:

i. A formal collaboration agreement (e.g., MoU, R&D Collaboration Agreement, or Co-development Agreement) outlining roles, contributions, and benefit-sharing;

ii. Prior written approval by the CHAIRPERSON of the MUHAS IRB for the intended use of the DATA; and

iii. A binding commitment that the RECIPIENT shall not use the DATA for any independent or unrelated commercial purpose without the PROVIDER's prior written consent.

2.3. Service-Based Data Transfer

When the RECIPIENT will use the DATA to perform services on behalf of the PROVIDER, such as analysis, platform development, prototyping, or product advancement, for which the RECIPIENT will charge a fee, the DATA shall be transferred under this DTA and accompanied by a separate Service Agreement specifying:

i. The scope of services and deliverables;

ii. The applicable costs or fees;

iii. Confidentiality, data protection, and intellectual property provisions; and

iv. A restriction that the DATA shall be used solely for performing the contracted services.

All uses of the DATA in a service-based arrangement require prior approval from the CHAIRPERSON of the MUHAS IRB.

2.4. Other No-Cost Data Transfers

The DATA may be provided at no cost for non-commercial research purposes within the scope of this Agreement, provided that:

i. The proposed use complies with all required ethical approvals;

ii. The DATA is not used for any commercial purpose by the RECIPIENT;

iii. The transfer does not impose substantial administrative, technical, or processing burdens on the PROVIDER; and

iv. The RECIPIENT does not request additional services (such as data cleaning, annotation, reformatting, or analysis) beyond what is expressly covered under this Agreement.

2.5. Transfers Requiring Payment (General Conditions)

The DATA may be provided subject to a fee where the RECIPIENT requests:

i. Access for commercial, revenue-generating, or industry-linked purposes;

ii. Additional services from the PROVIDER (e.g., data extraction, re-processing, re-formatting, curation, analysis, or specialized documentation);

iii. Accelerated timelines or resource-intensive support; or

iv. Any use or transfer that falls outside the defined scope of this Agreement or requires separate authorization.

Such fees shall be defined in a separate written agreement and may be executed only upon approval by the CHAIRPERSON of the MUHAS IRB and any other required institutional authorities.

3. TRANSFER OF THE DATA

3.1. DATA to be transferred

Subject to the terms and conditions of this Agreement, the PROVIDER agrees to transfer the DATA and the RECIPIENT agrees to receive the DATA as identified in **Annex I**.

3.2. Obligation of the RECIPIENT

It is hereby agreed that the following conditions to the Agreement shall be binding on the RECIPIENT:

i. The RECIPIENT consents to utilize, store, or dispose of the DATA in accordance with all relevant laws, including those pertaining to research involving human and animal subjects.

ii. The DATA shall remain the property of the PROVIDER, and PROVIDER hereby consents to the DATA being made available as a service to the research and Innovation community.

iii. The RECIPIENT shall utilize the DATA solely for research and innovation purposes and in line with the objectives of the proposal/protocol approved by the MUHAS-IRB.

iv. Except as previously approved by the Permit-Issuing Organization, and with the written consent of the PROVIDER, the RECIPIENT shall not transfer or distribute the DATA to a third party WITHOUT the written permission of the PROVIDER.

v. The RECIPIENT shall acknowledge the source of the DATA in any publications reporting its use.

vi. Subject to clause 4 of this Agreement, the RECIPIENT shall be liable for any damages that may result from the RECIPIENT's use, storage, and disposal of the DATA.

vii. The RECIPIENT's Authorized Signatory and the RECIPIENT Investigator shall execute two copies of this Agreement, returning one duly signed copy to the PROVIDER. Subsequently, the PROVIDER shall proceed with the transfer of the DATA.

viii. The RECIPIENT shall furnish the PROVIDER with a manuscript of any proposed publication or presentation derived from the study utilizing the DATA at a minimum of thirty (30) days prior to its submission for publication or presentation. The PROVIDER retains the right to review such manuscript and to request the removal of Confidential Matter to safeguard its proprietary rights and interests. The PROVIDER shall inform the RECIPIENT in writing within a thirty (30) day period regarding the removal of Confidential Matter and may propose editorial modifications to the manuscript.

3.3. Obligation of the PROVIDER

It is hereby agreed that the following conditions to the Agreement shall be binding on the PROVIDER;

i. The PROVIDER agrees to transfer, store, or dispose of the DATA in compliance with all applicable laws.

ii. The PROVIDER shall transfer the DATA immediately upon receipt of one of the two copies duly signed by the RECIPIENT.

iii. Subject to availability, the PROVIDER may agree to make the DATA available under a separate agreement with other scientists (at least those at nonprofit organizations or government agencies) who wish to replicate the RECIPIENT Investigator's scientific research.

iv. Subject to clause 4 of this agreement, the PROVIDER shall be liable for all liabilities for damages that may arise from the PROVIDER's use, storage, and disposal of the DATA.

4. WARRANTIES

Any data transferred pursuant to this agreement is understood to be experimental in nature. The PROVIDER and RECIPIENT make no representations and extend no warranties of any kind, either expressed or implied.
There are no express or implied warranties of merchantability or fitness for a particular purpose, or that the use of the data will not infringe any patent, copyright, trademark, or other proprietary rights.

5. LEGAL TITLE TO DATA TRANSFERRED AND BENEFIT SHARING

Legal title to the DATA transferred shall be unaffected by this Agreement or the transfer of any Material hereunder.

i. As between the PROVIDER and the RECIPIENT, the PROVIDER shall be the sole owner of all rights and the title to the DATA transferred, including existing intellectual property rights.

ii. (The PROVIDER and RECIPIENT shall discuss the sharing of benefits arising from use of the DATA in accordance with the contributions of the Parties.

6. PERMITS, LICENCES AND APPROVALS

Prior to commencement of this Agreement, PROVIDER and RECIPIENT shall, at their own expense:

i. Make or cause to be made all necessary prerequisite applications for the approvals to the MUHAS IRB and shall diligently pursue all such applications and shall use all reasonable efforts to maintain the approvals in effect once obtained and;

ii. Give all required notices and allow all required inspections under all approvals obtained in connection with that transfer. The information supplied in the applications shall be complete and accurate and shall satisfy the substantive and procedural requirements of the applicable laws of the United Republic of Tanzania.

7. AMENDMENTS

This Agreement may be amended by a mutual written Agreement of the Parties, which shall enter into force on the date agreed by both Parties.

8. TERMINATION

Termination of this Agreement is accomplished:

i. Immediately upon mutual written consent of both Parties;

ii. Unilaterally by either Party with sixty (60) days' written notice to the other Party; or

iii. Upon 30 days' written notice of a Party's contravention of law; and

iv. As stated in Clause 6 XI

9. APPLICABLE LAW, SEVERABILITY

The Parties recognize and agree that this Agreement is a contract and not an international agreement, that:

i. International Law is not applicable to this Agreement, and International Law does not govern the interpretation of its provisions. Any dispute arising under this Agreement which is not disposed of by agreement between the Investigators shall be submitted jointly to the Authorized signatories of this Agreement. A joint decision of the Authorized signatories or their designees shall be the disposition of such dispute. If the Parties cannot reach a joint decision, either Party may terminate this Agreement immediately.

ii. The Parties hereby consent to the jurisdiction of the Courts of the United Republic of Tanzania for any action, suit, or proceeding arising out of or relating to this letter agreement brought against the United Republic of Tanzania or MUHAS; and to the jurisdiction of the courts of the RECIPIENT Government for any action brought against the RECIPIENT Government or any of its agencies.

iii. This Agreement is effective upon execution by all Parties and countersignature by the Chair of the MUHAS-IRB. The Authorized Officials executing this Agreement certify that they are the legal representatives of their respective organizations, authorized to sign on behalf of their respective organizations to bind the said organizations to the terms of this Agreement for the transfer specified above.

10. NOTICE

All notices pertaining to or required by this Agreement shall be in writing, shall be signed by an authorized representative, and shall be delivered to the addresses indicated on the signature page for each Party.

11. NONAPPLICABILITY OF THIS AGREEMENT TO EXISTING OR FUTURE AGREEMENTS

The terms of this Agreement are not intended to and do not affect any other existing or future agreements between the Parties.

12. SIGNATURES

PARTIES hereto have signed this Agreement:

FOR RECIPIENT

RECIPIENT's Authorized Signatory

Signature: _____

Name: _____

Title: _____

Date: _____

Email: _____

FOR PROVIDER

RECIPIENT's Authorized Signatory

Signature: _____

Name: _____

Title: _____

Date: _____

Email: _____

RECIPIENT's *RECIPIENT's Authorized Investigator:* I acknowledge and understand the terms to this Agreement

Signature: _____

Name: _____

Title: _____

Date: _____

Email: _____

PROVIDER's Authorized Investigator: I acknowledge and understand the terms to this Agreement.

Signature: _____

Name: _____

Title: _____

Date: _____

Email: _____

CERTIFICATION

Authorized Official: CHAIRPERSON – MUHAS IRB

Signature: _____

Name: _____

Title: _____

Date: _____

ANNEX I

1. Description of Information to be transferred under this Agreement:

2. The DATA described above was collected under the IP creation activity/project titled:

3. Insert the Ethical Clearance Certificate Number for the approved proposal/protocol of the stated IP creation activity/project.

4. In case the project is funded by a particular organization, indicate the name(s) of the organization(s) and respective grant/funding number.

Name of the Funder	**Grant Number**

Provider Investigator

I declare that the above-mentioned type(s) and format of Dataset are only the one to be transferred herein.

Name: _____

Title: _____

Date: _____

Authorized Official:

CHAIRPERSON MUHAS-IRB

I approve ONLY type (s) and format of Dataset mentioned here above to be transferred from MUHAS

Name: _____

Title: _____

Date: _____

APPENDIX V

MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES

DIRECTORATE OF RESEARCH PUBLICATIONS AND INNOVATION

MATERIAL TRANSFER AGREEMENT (MTA)

This Material Transfer Agreement (hereinafter referred to as the "Agreement") is made this ___ day of _____, 20_____, by and between:

MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES (MUHAS), established under the Universities Act of Tanzania, with its principal office at P.O. Box 65001, Dar es Salaam, Tanzania (hereinafter referred to as the "**Provider**")

AND

_____ of P.O. Box _____, with its registered office at _____ (hereinafter referred to as the "**Recipient**").

1. Background

The Provider possesses certain materials, as described in ***Annex I***, (hereinafter referred to as the "**Materials**").

The Recipient desires to obtain the Materials from the Provider for the sole purpose of _____

_____

(hereinafter referred to as the "**Purpose**").

2. Transfer and Permitted Use

2.1. The Provider agrees to transfer the Materials to the Recipient solely for the Purpose stated in this Agreement.

2.2. The Provider grants the Recipient a non-exclusive, non-transferable right to use the Materials solely for the Purpose.

3. Ownership and Intellectual Property

3.1. The Provider retains full ownership and intellectual property (IP) rights over the Materials.

3.2. The Recipient acknowledges that no express or implied license, title, or ownership rights in the Materials or related IP are granted, except for the limited right to use the Materials for the Purpose.

3.3. Any new invention, discovery, or data arising from the use of the Materials shall be governed by the MUHAS Innovation and Intellectual Property Management Policy and Guidelines.

3.4. If the Material leads to jointly developed IP, ownership shall be shared based on each party's documented contribution, formalized under a separate written agreement.

3.5. The Recipient shall disclose any such inventions or outcomes to MUHAS for evaluation and recordkeeping.

4. Confidentiality

4.1. The Recipient agrees to keep all technical, scientific, or proprietary information related to the Materials strictly confidential and not to disclose it to any third party without prior written authorization from the Provider.

4.2. The Recipient shall ensure that all personnel who access the Materials are bound by equivalent confidentiality and data protection obligations.

5. Term and Termination

5.1. This Agreement shall commence on the Effective Date and shall continue until _____day of _____, 20___ unless earlier terminated.

5.2. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

5.3. Upon termination or completion of the Purpose, the Recipient shall promptly:

a) Return all remaining Materials to the Provider or, if instructed, destroy them under documented supervision.

b) Cease all use of the Materials and confirm such destruction or return in writing.

6. **Liability and Indemnification**

6.1. The Materials are provided “as is”, without warranty of merchantability or fitness for a particular purpose.

6.2. The Provider shall not be liable for any damages or losses arising from the use, storage, or disposal of the Materials.

6.3. The Recipient agrees to indemnify, defend, and hold harmless MUHAS and its employees against any claims, damages, or liabilities arising out of the Recipient’s use or misuse of the Materials.

7. **Governing Law and Dispute Resolution**

7.1. This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

7.2. Any dispute arising under or in connection with this Agreement shall first be resolved amicably through negotiation and mediation in accordance with the MUHAS IP Policy grievance procedures.

8. **Entire Agreement and Amendments**

8.1. This Agreement constitutes the entire understanding between the parties concerning the transfer of the Materials and supersedes all prior discussions or representations.

8.2. Any amendment to this Agreement must be in writing and signed by authorized representatives of both parties.

IN WITNESS WHEREOF

The parties hereto have executed this Agreement through their duly authorized representatives.

For the Provider (MUHAS):

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the Effective Date.

For the Provider (MUHAS):

Signature: _____

Name: _____

Title: _____

Date: _____

IN WITNESS

Signature: _____

Name: _____

Title: _____

Date: _____

FOR RECEIPIENT

Signature: _____

Name: _____

Title: _____

Date: _____

IN WITNESS

Signature: _____

Name: _____

Title: _____

Date: _____

ANNEX I: Description of Materials

5. Description of materials to be transferred under this Agreement:

6. The Materials described above was collected under the IP creation activity/project titled:

7. Insert the Ethical Clearance Certificate Number for the approved proposal/protocol of the stated IP creation activity/project.

8. In case the project is funded by a particular organization, indicate the name(s) of the organization(s) and respective grant/funding number.

Name of the Funder	Grant Number

Provider Investigator

I declare that the above-mentioned type(s) and format of Dataset are only the one to be transferred herein.

Name: _____

Title: _____

Date: _____

Authorized Official:

CHAIRPERSON MUHAS-IRB

I approve ONLY type (s) and format of Dataset mentioned here above to be transferred from MUHAS

Name: _____

Title: _____

Date: _____

APPENDIX VI

MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES

DIRECTORATE OF RESEARCH, PUBLICATIONS AND INNOVATION

INCUBATION MEMBERSHIP APPLICATION FORM

A. GENERAL INFORMATION	
Name of the Applicant	
Please provide Registration No. in case of a legal Entity	
Date of Birth /Date of Registration (for entities):	
Gender in the case of Nature Person	
Nationality/Residence	
Physical Address	
Contact Address with Phone Number/ address of the Entity	
Website (if available):	
E-mail address	
Programme and year of study (for Students)	
The purpose for which the entity was formed in the case of an entity	
Area of Specialization (for entities)	
Work Experience/ Experience of the entity	
Partners/Directors/other team members (LIST ALL)	
Reason for Incubation under MIU	
Please indicate the current status/stage of your innovation *(e.g. idea, prototype, MVP, Scaling, early commercialization)*	

B. DETAILS ABOUT THE INNOVATION	
Title of your Invention/ Innovation	
Brief description of your invention/Innovation *(Please include what specific problem(s) it is intending to solve and How does it do so)*	
Describe the key beneficiaries (or groups) of the innovation *(e.g Children with Sickle Cell Anaemia)*	
Brief description of the requirements and other technological inputs you hope to resource from MIU *(e.g. Infrastructure, Trainings, Working Space, Technical Mentoring, Business Mentoring, Regulatory & Advisory Services, IP Facilitation, Networking, Funding etc)*	
Have you prepared a Business Plan? If yes, please submit a copy.	
Please indicate your current sources of funds.	
For students, please provide names, phone numbers and e-mail addresses of up to two (2) referees who are aware about your studies/career achievements.	
Any other detail that would help in evaluating your membership application.	

Signature of the main applicant _____Date_____

C. OFFICIAL USE ONLY	
Date Received:	
Name of the Receiving Officer:	
Signature of the Receiving officer:	
Assigned IIO officer:	
Summary of the Decision of the assigned officer:	

APPENDIX VII

MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES

DIRECTORATE OF RESEARCH PUBLICATIONS AND INNOVATION

INTELLECTUAL PROPERTY DISCLOSURE FORM

Confidentiality Notice: This document and the information contained within are confidential and constitute a privileged record of MUHAS. Unauthorized disclosure is prohibited.

SECTION A: BASIC INVENTORY AND CONTACT INFORMATION		
A1. Proposed Title of the Intellectual Property (IP)		
A2. Date of this Disclosure		
A3. Details of the Lead Creator/Principal Investigator		
Name		
School/Institute/Department		
Status (Student/Staff/Researcher/Collaborator/Alumni)		
E-mail		
Mobile phone		
A4. List ALL Other Creators/Contributors: *(Attach a separate sheet if more space is needed)*		
Full Name	Affiliation	Specific IP contribution

SECTION B: DESCRIPTION AND DEVELOPMENT STATUS OF THE IP	
Field	**Response**
B1. Technical Description: • What is the IP and what problem does it solve? • How does it work? • What is the specific, novel, or non-obvious aspect ("inventive step") compared to what already exists?	
B2. Current Stage of Development: *(Please check the **single most accurate** stage)*	[ ] **1. Reduction to Practice / Active Development** - Experimental data validates the core concept; prototype under development. [ ] **2. Working Prototype** - A functional prototype has been built and tested in a controlled environment. [ ] **3. Minimum Viable Product (MVP)** - A version of the product with enough features to be used by early customers who can provide feedback. [ ] **4. Advanced / Market-Ready Product** - Refined through user/patient testing; compliant with relevant standards; ready for commercial scale-up. [ ] **5. Scholarly/Literally/Artistic Works** - Books, drawings, curriculum, etc
B3. Support Materials: *(Check all that apply)*	[ ] Laboratory Notebooks [ ] Drawings/Schematics [ ] Prototype/Sample [ ] Software/Source Code [ ] Research Data [ ] Manuscript/Paper [ ] Other _____ *(Copies Must be Attached)*

SECTION C: PROTECTION STRATEGY AND ORIGIN	
Field	**Response**
C1. Creator's Preliminary IP Assessment *(Based on your understanding, what is the most likely form of protection? The MIU will provide a formal assessment.)*	[ ] **Patent** - A new, useful, and non-obvious process, machine, manufacture, or composition of matter. [ ] **Copyright** - An original literary, artistic, dramatic, or musical work (e.g., software, manual, educational content). [ ] **Trademark** - A word, phrase, symbol, or design that identifies and distinguishes the source of the goods. [ ] **Industrial Design** - The ornamental or aesthetic aspect of an article (e.g., the shape, pattern, color). [ ] **Trade Secret** - Confidential information that provides a business advantage (e.g., formula, method). [ ] **Other (e.g., Plant Variety, Integrated Circuit Layout)** Please specify: _____
C2. Sources of Support: *(List all grants, contracts, or MUHAS programs that supported this work)*	
C3. Background IP: Does this IP use, improve, or incorporate pre-existing IP (yours or from a third party)?	[ ] Yes [ ] No If Yes, please describe and confirm necessary rights/licenses:
C4. MUHAS Resource Use: Was this IP developed with significant use of MUHAS resources? *(e.g., labs, hubs, equipment, data, funded time, technical support/mentorship, participating in idea generation, incubation programme, IP protection, commercialization)*	[ ] Yes [ ] No

SECTION D: DISCLOSURES AND COMMERCIALIZATION POTENTIAL	
Field	**Response**
D1. Public Disclosures: Has ANY part of this IP been publicly disclosed? *(e.g., thesis, publication, conference, website, social media, exhibitions, competition)*	[ ] Yes [ ] No If Yes, provide details (Date, Type, Event/Publication):
D2. Future Disclosures: Are there any planned, upcoming disclosures? *(e.g., abstract submitted, conference scheduled, thesis submitted)*	[ ] Yes [ ] No If Yes, provide details:
D3. Potential Applications and Markets: Who would use this, and what problem does it solve for them?	
D4. Known Competing Technologies/Products/Services	
D5. Third-Party Interest: Have you discussed this with any companies or potential partners?	[ ] Yes [ ] No If Yes, provide contact and summary:

SECTION E: CREATORSHIP AND AGREEMENT	
Field	**Response**
E1. Inventorship Agreement: The contributors listed in Section A3 and A4 have discussed and agree with the listed contributions. *(Inventorship is a legal determination based on intellectual contribution to the claims of an IP.)*	[ ] Yes [ ] No

E2. Creator Declarations:

We affirm that the information is true and complete. We have read and agree to abide by the MUHAS IP Policy regarding ownership, prosecution, and revenue sharing. We will cooperate with MUHAS in the protection and commercialization process.

Signatures of ALL creators		
Name	**Signature**	**Date**

FOR OFFICIAL USE ONLY	
Disclosure Reference Number:	
Date Received:	
Receiving Officer:	
Initial Triage Decision:	
Assigned IPMO Manager:	
Date Forwarded to IPMO:	

APPENDIX VIII

MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES

DIRECTORATE OF RESEARCH PUBLICATIONS AND INNOVATION

MUHAS INNOVATION INCUBATION AND IP REVENUE SHARING AGREEMENT

This Incubation Agreement ("Agreement") is made on this _____ day of _____, 20_____.

BETWEEN:

MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES (MUHAS), a public university established under the MUHAS Charter of 2007, with its registered office at P.O. Box 65001, Dar es Salaam, Tanzania, (hereinafter referred to as the **"University"** or **"Incubator"**).

AND

_____

(Name of the Lead Innovator/Legal Entity),

_____

(Full Adress),

(hereinafter referred to as the **"Innovator"** or **"Incubatee"**).

The Incubator and the Incubatee are individually referred to as a **"Party"** and collectively as the **"Parties."**

PREAMBLE

WHEREAS, the University operates the MUHAS Innovation Unit (MIU) and its Innovation Incubation Office (IIO), which supports innovators through structured incubation phases as outlined in the MUHAS Intellectual Property Policy ("MUHAS IP Policy");

WHEREAS, the Incubatee/Innovator has developed an innovation described in **Annex A (Filled in MUHAS Incubation Application Form)** (the **"Innovation"**) and seeks incubation support from the University;

WHEREAS, the University is willing to provide incubation services in accordance with its Innovation and IP Policy and Guidelines, including this Agreement;

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the MUHAS Intellectual Property Policy and Guidelines (the "IP Policy").

1.1. "Phase I Incubation" refers to the Prototype Development and Validation stage as detailed in Section 4.3(ii) of the MUHAS IP Policy.

1.2. "Phase II Incubation" refers to the Minimum Viable Product (MVP) and Market Testing stage as detailed in Section 4.3(iii) of the MUHAS IP Policy.

1.3. "Incubation Program" means the structured support program provided by the MUHAS Innovation Unit (MIU), as selected in Clause 2 of this Agreement.

1.4. "Developed IP" means any intellectual property conceived, created, or reduced to practice during the Term of this Agreement that is directly related to the Innovation.

2. INCUBATION PROGRAM SELECTION AND TERM

2.1. The Incubatee shall be enrolled in the following Incubation Program (select one):

2.1.1. Phase I Incubation Program – Focusing on Prototype development and technical validation. Maximum Term: Six (6) months.

2.1.2. Phase II Incubation Program – Focus on Minimum Viable Product (MVP) refinement, market testing, and business model development. Maximum Term: Twelve (12) months.

2.1.3. Customized Program (Specify)

_____

_____

Term/Duration: _____

2.2. This Agreement shall commence on the date of last signature ("Commencement Date") and shall continue for the duration specified in Clause 2.1 (the "Term"), unless terminated earlier in accordance with Clause 8.

3. OBLIGATIONS OF THE UNIVERSITY

3.1. The University, acting through the IIO, shall:

3.1.1. Provide access to designated incubation facilities which may include co-working spaces, meeting rooms, and selected laboratory or maker-space facilities as available and agreed.

3.1.2. Assign a mentor or innovation advisor to provide periodic guidance and feedback to the incubatee

3.1.3. Facilitate access to workshops, training sessions, and networking events organized by the IIO.

3.1.4. Provide administrative support in applying for relevant proof-of-concept grants, seed funding, or innovation competitions, where applicable.

3.1.5. Guide the Incubatee(s)/innovator(s) through the University's IP disclosure and protection process via the Intellectual Property Management Office (IPMO).

3.1.6. For Phase II Incubation, provide enhanced support in business model coaching, regulatory navigation, and connections to potential pilot partners or customers.

3.1.7. Conduct quarterly progress review meetings with the Incubatee(s)/innovator(s).

3.2. The support provided is subject to the availability of resources and shall be rendered on a non-exclusive basis. The University makes no guarantee of specific commercial outcomes, funding acquisition, or market success.

4. OBLIGATIONS OF THE INCUBATEE/INNOVATOR

4.1. The Incubatee/Innovator shall:

4.1.1. Diligently and in good faith participate in the selected Incubation Program and use reasonable efforts to achieve the milestones set fort.

4.1.2. Comply with all applicable University policies, regulations, and guidelines, including but not limited to the IP Policy, health and safety rules, and laboratory conduct codes.

4.1.3. Prior to any public disclosure (including publications, presentations, thesis submissions, or social media posts), disclose any potentially protectable Intellectual Property arising from the Innovation to the IPMO using the prescribed IP Disclosure Form (Appendix VII of the IP Policy).

4.1.4. Use University-provided resources, facilities, and information solely for the purposes of developing the Innovation under this Agreement.

4.1.5. Maintain the confidentiality of the University's proprietary information and the confidential information of any third party accessed through the University.

4.1.6. Submit monthly progress reports and a final report at the conclusion of the Term, in a format specified by the IIO.

4.1.7. Bear all costs related to personal expenses, specialized materials, extensive prototyping, market testing, and external professional services, unless otherwise covered by a specific grant or written agreement with the University.

4.1.8. Secure and maintain adequate insurance for its activities, if applicable, and indemnify the University against any third-party claims arising from the Incubatee's use of the facilities or the exploitation of the Innovation.

5. INTELLECTUAL PROPERTY

5.1. Ownership: Ownership of all Intellectual Property related to the Innovation shall be determined strictly in accordance with Section 5 (Ownership of Intellectual Property) of the MUHAS IP Policy.

5.2. Disclosure: The Incubatee's/innovator's obligation to disclose IP to the IPMO is a material condition of this Agreement. Failure to comply may result in termination and forfeiture of benefits under the IP Policy.

5.3. Background IP: Each Party retains ownership of its pre-existing intellectual property ("Background IP"). The Incubatee must identify any Background IP incorporated into the Innovation.

5.4. University's License: In consideration for the support provided, the Incubatee grants the University a non-exclusive, royalty-free, perpetual license to use any Developed IP for the University's internal non-commercial, academic, research, and educational purposes.

6. REVENUE, EQUITY, AND BENEFIT SHARING

6.1. The sharing of any revenue, equity, or other benefits arising from the commercialization of the Innovation shall be governed by Section 8 (Revenue Sharing) of the MUHAS IP Policy.

6.2. The Parties acknowledge that the University's entitlement to a share of equity or revenue is based on the stage and intensity of support provided, as detailed in Table X of the IP Policy. The following minimum ownership share for the University shall apply based on participation in this Incubation Program:

Stage of University Support Involved	**Minimum % Share for MUHAS**	
	Student/ Researcher/ Collaborator/ Alumni-Led	**Staff-Led**
Participation in Phase I Incubation Program	4%	6%
Participation in Phase II Incubation Program	4%	6%
Support in IP Protection (filing, prosecution)	5%	7%
Active Support in Fundraising and Commercialization	5%	7%

Note: Percentages are cumulative if multiple support stages are provided.

6.3. The final calculation and terms of equity or revenue sharing shall be formalized in a separate IP Revenue Sharing Agreement (per the IP Policy Appendix) prior to the commencement of any commercialization activity.

7. CONFIDENTIALITY AND DATA PROTECTION

7.1. The Parties agree to maintain the confidentiality of all non-public, proprietary information exchanged under this Agreement.

7.2. The University may require the Incubatee to execute a separate Non-Disclosure Agreement (Appendix III of the IP Policy).

7.3. The Incubatee shall comply with all applicable data protection laws and University policies when handling any personal or sensitive data as part of the Innovation development.

8. TERMINATION

8.1. This Agreement may be terminated:

8.1.1. By mutual written agreement of the Parties at any time.

8.1.2. By either Party upon thirty (30) days' prior written notice to the other Party.

8.1.3. By the University immediately if the Incubatee:

8.1.4. Materially breaches any term of this Agreement or the IP Policy;

8.1.5. Fails to make satisfactory progress toward the agreed milestones

8.1.6. Engages in conduct that brings the University into disrepute or creates legal or safety risks.

8.2. Effects of Termination

8.2.1. Upon termination, the Incubatee shall immediately cease using all University resources, facilities, and branding.

8.2.2. The Incubatee shall return all University property, documents, and materials within seven (7) days.

8.2.3. Clauses 5 (Intellectual Property), 6 (Revenue Sharing), 7 (Confidentiality), 9 (Dispute Resolution), and 10 (Governing Law) shall survive termination.

8.2.4. Any rights or obligations related to IP ownership and benefit sharing that accrued prior to termination shall remain in full force and effect as per the IP Policy.

9. DISPUTE RESOLUTION

9.1.1. Any dispute arising out of or relating to this Agreement shall first be referred to the MUHAS Innovation Sub-Committee (MISC) for amicable resolution.

9.1.2. If unresolved by the MISC, the dispute may be escalated to the Senate Research, Publications, and Innovation Committee (SRPIC) whose internal decision shall be final within the University's governance structure.

9.1.3. Nothing in this clause shall preclude either Party from seeking external legal recourse through the courts of the United Republic of Tanzania, in accordance with applicable law.

10. GENERAL PROVISIONS

10.1.1. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the United Republic of Tanzania.

10.1.2. Entire Agreement: This Agreement, together with the MUHAS IP Policy and its referenced Appendices, constitutes the entire understanding between the Parties concerning the subject matter herein.

10.1.3. Amendment: No amendment to this Agreement shall be effective unless it is in writing and signed by both Parties.

10.1.4. Notices: All formal notices shall be in writing and delivered via email to the contact points provided at signing.

10.1.5. Relationship of Parties: The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, or employer-employee relationship.

10.1.6. Force Majeure: Neither Party shall be liable for failure or delay in performance due to causes beyond its reasonable control.

11. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Incubation Agreement as of the Commencement Date.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Incubation Agreement as of the Commencement Date.

FOR AND ON BEHALF OF MUHIMBILI UNIVERSITY OF HEALTH AND ALLIED SCIENCES (INCUBATOR):

Signature: _____

Name: _____

Title: _____

Date: _____

IN WITNESS

Signature: _____

Name: _____

Title: _____

Date: _____

FOR AND ON BEHALF OF THE INNOVATOR (INCUBATEE):

Signature: _____

Name: _____

Title: _____

Date: _____

IN WITNESS

Signature: _____

Name: _____

Title: _____

Date: _____