

UNIVERSITY OF DAR ES SALAAM



**GUIDELINES FOR COLLABORATION ON APPLIED RESEARCH,
INNOVATION AND TRAINING INFRASTRUCTURE**

PREPARED BY THE OFFICE OF THE DEPUTY VICE CHANCELLOR - RESEARCH

MARCH 2024

FOREWORD

The University of Dar es Salaam (UDSM) is among Higher Education Institutions (HEIs) which foster collaboration in various aspects, including applied research, innovation and training infrastructure. Collaboration is the cornerstone of development and innovation in today's rapidly evolving world. The challenges we face require collective efforts, shared knowledge, and interdisciplinary approaches. In the realm of applied research, innovation, and training infrastructure, collaboration becomes even more critical as we strive to address complex societal problems and drive positive change. In recognition of this important role of collaboration, the University of Dar es Salaam has prepared Guidelines to facilitate smooth implementation of collaborative activities in applied research, innovation and training infrastructure. These Guidelines for collaboration on applied research, innovation, and training infrastructure serve as a roadmap to foster effective and fruitful partnerships among stakeholders from academia, industry, government, and civil society. They provide a framework for establishing, managing, and sustaining collaborative initiatives that leverage expertise, resources, and networks to deliver impactful outcomes.

The objective of these Guidelines is to promote a culture of collaboration that transcends traditional boundaries, encourages knowledge exchange, and catalyses innovation. This requires that all types of knowledge and experience are valued equally. It takes time and resource to build strong and relevant collaboration. By embracing collaborative approaches on infrastructure for these three pertinent aspects, we can harness the power of diverse perspectives, mobilize collective resources, and accelerate progress in solving real-world challenges. The Guidelines outline the key principles and best practices that should underpin collaboration efforts. These Guidelines are not prescriptive; they provide a flexible framework that can be adapted to different contexts and collaborations. They should serve as a starting point for discussions and negotiations among partners, enabling them to co-create customized collaboration agreements that align with their specific needs and objectives. By embracing these Guidelines and working together, we can unlock new possibilities, accelerate innovation, and create a better future for all. Let us embark on this collaborative journey, united in our commitment to advancing knowledge, fostering innovation, and making a positive impact on society.

UDSM extends its heartfelt gratitude to the numerous stakeholders whose invaluable dedication and commitment contributed to the successful completion of these Guidelines. We deeply appreciate the time, expertise, and unwavering support offered by individuals and organizations during the preparation of this essential document. Your collaborative efforts have not only enriched the content but also ensured that these Guidelines represent a collective endeavour to promote excellence and best practices. UDSM recognizes the enduring partnership that has been forged and anticipates the continued collaboration that will contribute to the ongoing enhancement of our shared goals and objectives.

Prof. William A. Anangisye
Vice Chancellor
University of Dar es Salaam

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ACRONYMS AND ABBREVIATIONS

CCC&STC	Chief Corporate Counsel & Secretary to Council
CIMS	Collaboration on Infrastructure Management System
COSTECH	Tanzania Commission for Science and Technology
DPS	Directorate of Public Services
DVC	Deputy Vice Chancellor
HEIs	Higher Education Institutions
HEET	Higher Education for Economic Transformation
IP	Intellectual Property
ILCO	Industrial Liaison Coordination Office
MIT	Massachusetts Institute of Technology
MoU	Memorandum of Understanding
NDA	Non-Disclosure Agreement
NORHED	Norwegian Programme for Capacity Development in Higher Education and Research for Development
NORPART	Norwegian Partnership Programme for Global Academic Cooperation
Sida	Swedish International Development Cooperation Agency
UDSM	University of Dar es Salaam
UKRI	United Kingdom Research and Innovation
VC	Vice Chancellor

1. INTRODUCTION

UDSM recognizes the significance of collaboration on applied research, innovation and training infrastructure. These Guidelines provide a comprehensive framework to facilitate successful collaboration between UDSM and external stakeholders. The Guidelines outline the key steps and considerations involved in establishing, managing, and sustaining collaboration, thus ensuring transparency, fairness, and adherence to relevant policies, laws, and ethical standards.

Collaboration has become increasingly important in today's interconnected world. By joining forces, institutions, organizations and entities can leverage their resources, expertise, and infrastructure to tackle complex challenges, foster innovation, and achieve shared goals. UDSM always creates a friendly environment that encourages and supports collaboration, thus enabling the university to enhance its research capabilities, drive innovation, and provide quality training and teaching experiences.

The purpose of these Guidelines is to provide a structured approach to collaboration on infrastructure at UDSM. They serve as a roadmap for faculty members, researchers, students, and external stakeholders who wish to engage in collaboration on applied research, innovation and training infrastructure with the UDSM. By following these Guidelines, stakeholders can engage in the collaboration process effectively, thus ensuring transparency, fairness, and adherence to legal and ethical standards.

The development of these Guidelines involved a rigorous methodology that encompassed benchmarking exercises within UDSM, nationally, regionally and globally. It also involved data collection from relevant stakeholders, synthesis of findings and provision of recommendations. These Guidelines are informed by best practices, lessons learnt from successful collaborations, and insights gathered from key stakeholders.

The Guidelines address the practical aspects of collaboration, such as the initiation and approval process, drafting collaboration agreements, data management, and tracking and monitoring mechanisms. It also considers the importance of intellectual property rights, confidentiality, and compliance with relevant policies and regulations. Through providing clear action steps and recommendations, these Guidelines ensure that collaborations are structured, mutually beneficial, and aligned with the university's objectives and values.

Successful implementation of these Guidelines requires a collaborative culture that values open communication, trust, and respect among stakeholders. It is essential to establish mechanisms for training, capacity building, and ongoing support to enhance

stakeholders' knowledge and skills in collaboration management. Additionally, these Guidelines should always align with existing University policies and frameworks to avoid contravention and foster coherence in collaboration practices.

The ultimate goal of these Guidelines is to foster successful collaboration on infrastructure that contributes to applied research, innovation, and training endeavours at UDSM. Through effective collaboration, UDSM can enhance its research capabilities, stimulate innovation, and address societal challenges. These Guidelines provide a valuable resource for UDSM and external stakeholders and promote a collaborative ecosystem that harnesses the collective expertise, resources, and infrastructure to drive meaningful and impactful outcomes. They also align with various policy documents of UDSM including the University of Dar es Salaam Intellectual Property (IP) Policy (2018) and Guidelines for Commercialization of Intellectual Property, Innovations and Research Products (2021).

1.1 Mission, Vision and Motto of UDSM

1.1.1 Vision of UDSM

“To become a leading centre of intellectual wealth spearheading the quest for sustainable and inclusive development.”

1.1.2 Mission of UDSM

“To advance the economic, social and technological development of Tanzania and beyond through excellent teaching and learning, research and knowledge exchange.”

1.1.3 Motto of UDSM

Hekima ni Uhuru (Wisdom is Freedom)

2. RATIONALE AND BASIS FOR THE GUIDELINES

Collaboration is increasingly recognized as a vital driver of development in the fields of applied research, innovation and training. UDSM acknowledges the potential transformative role of collaboration on infrastructure necessary for applied research, innovation and training in leveraging resources and expertise to address complex challenges, promote innovation and enhance research and training outcomes. The rationale behind developing these guidelines lies on the need to establish a structured framework that fosters successful collaboration on infrastructure between UDSM and industrial stakeholders/partners. This can be summarized as follows:

- (a) Optimization of Resources: Collaboration on applied research, innovation and training infrastructure allows UDSM and partners to maximize the use of their

resources. By partnering with external stakeholders, UDSM can leverage additional infrastructure, expertise and funding that may not be readily available internally and vice-versa. Optimization of resources leads to increased efficiency, improved research and innovation outcomes and enhanced training experiences.

- (b) **Fostering Research and Innovation:** Collaborative efforts bring together diverse perspectives, expertise and knowledge. By engaging in collaboration, UDSM can tap into the strengths and capabilities of external stakeholders, thus fostering interdisciplinary research, promoting innovation and driving breakthrough discoveries. This provides an opportunity to tackle complex problems and explore innovative solutions through integration of different perspectives and expertise.
- (c) **Knowledge Exchange and Capacity Building:** Collaboration on infrastructure enables the exchange of knowledge, skills and best practices between UDSM and external stakeholders. Through joint projects, internships, and training programs, UDSM can enhance the professional development of its faculty members, researchers and students. These collaborations facilitate the transfer of specialized knowledge, cutting-edge technologies and practical skills, thus enriching the educational experience and nurturing a culture of continuous learning.
- (d) **Promoting Innovation and Entrepreneurship:** Collaboration on infrastructure can stimulate innovation and entrepreneurship. By working with external stakeholders, UDSM can explore the commercialization of research outcomes, develop innovative solutions, and stimulate economic growth. Collaborations provide a platform for translating research findings into practical applications, fostering the creation of spin-off companies, and contributing to the development of a vibrant innovation ecosystem.
- (e) **Strengthening Networks and Partnerships:** Collaboration enables UDSM to expand its network of strategic partnerships and build relationships with industrial, innovation, and research stakeholders. These partnerships not only enhance the visibility and reputation of UDSM but also create opportunities for joint research funding, collaborative projects and knowledge sharing. By establishing strong networks, UDSM can leverage a wider pool of resources and expertise, leading to increased competitiveness and relevance in the national and international research and innovation landscape.
- (f) **Societal Impact:** Collaboration on infrastructure aligns UDSM's activities with the needs and aspirations of society. By collaborating with external stakeholders, UDSM can address societal challenges, contribute to sustainable development goals, and provide solutions to pressing issues in sectors such as health,

agriculture energy and environmental conservation. These collaborations facilitate the translation of research findings into tangible benefits for communities, thus improving the quality of life and fostering positive societal change.

The Guidelines are rooted in the University of Dar es Salaam's commitment to promoting collaboration and innovation across academia, industry, government and civil society. They are formulated within the framework of UDSM's overarching policies and strategic documents that govern research, innovation and intellectual property management. These guidelines derive their authority from the University of Dar es Salaam Research Policy and Operational Procedures (2015, revised 2024), Guidelines and Procedures for Management of Research Projects and Activities Funded by External Sources (2020), the University of Dar es Salaam Innovation and Entrepreneurship Policy (2016), the University of Dar es Salaam Consultancy Policy and Operational Procedures (2017, revised 2024), the University of Dar es Salaam Intellectual Property (IP) Policy (2018) and the Guidelines for Commercialization of Intellectual Property, Innovations and Research Products (2021). These foundational documents establish the legal and technical foundation for the development, management, and implementation of collaborative initiatives in research, innovation, and training infrastructure, ensuring that such collaborations align with UDSM's vision, mission and strategic objectives.

3. METHODOLOGICAL ISSUES ON DEVELOPMENT OF THE GUIDELINES

The development of these Guidelines followed a rigorous methodology that incorporated a benchmarking exercise within UDSM, Tanzania, Africa and the world at large. The process also involved the use of qualitative data collection methods to administer key informant interviews with various stakeholders, within and outside UDSM. Before writing the Guidelines, the findings and recommendations were synthesised. This comprehensive approach ensured that the Guidelines are informed by best practices, relevant experiences, and the specific needs and requirements of UDSM.

3.1 Benchmarking of Collaboration on Applied Research, Innovation and Training Infrastructure

A benchmarking exercise was conducted to identify and analyse existing collaboration frameworks, policies, and practices on applied research, innovation and training infrastructure at UDSM and in other institutions globally. This exercise involved studying relevant guidelines, policies, and procedures implemented by universities and research institutions known for their successful collaboration on infrastructure.

Various universities in the world actively engage in collaborations with industry, government agencies, and non-profit organizations to promote applied research, innovation, and training infrastructure. The specific nature and focus of these collaborations vary based on the research, innovation and training strengths and priorities of the universities and the needs of their partner organizations.

Extensive document review in Africa has shown that UDSM engages in wide-ranging collaborations on applied research, innovation and training infrastructure. It partners with organizations such as the Tanzania Commission for Science and Technology (COSTECH), funding agencies and development partners such as the Swedish International Development Cooperation Agency (Sida), Norwegian Programme for Capacity Development in Higher Education and Research for Development (NORHED), Norwegian Partnership Programme for Global Academic Cooperation (NORPART), UK Research and Innovation (UKRI) and other numerous industry partners to promote research and innovation activities that address societal challenges and contribute to national development. The University of Nairobi in Kenya collaborates with various institutions and organizations to promote applied research and innovation. For instance, it partners with the United Nations Development Programme (UNDP) to establish the "SDG Partnership Platform," focusing on research and innovation for sustainable development goals.

Makerere University in Uganda collaborates with international partners and organizations on applied research and innovation. One notable collaboration is the partnership with the Sida through the Makerere University-Sweden Bilateral Research Programme, which focuses on research capacity building and knowledge transfer. Similarly, University of Cape Town (UCT) in South Africa engages in collaborations on applied research and innovation. It partners with the Council for Scientific and Industrial Research (CSIR) and the Technology Innovation Agency (TIA) to foster technology transfer, commercialization and entrepreneurship through initiatives such as the UCT-TIA Seed Fund and the UCT Innovation Fellows Program. Moreover, Kwame Nkrumah University of Science and Technology in Ghana collaborates with industry and government agencies on applied research and innovation. The university works closely with the Ghana Atomic Energy Commission (GAEC) to enhance research and training in nuclear science and technology, leading to practical applications and innovations.

In the United States of America, Massachusetts Institute of Technology (MIT) collaborates with various industry partners through its Industrial Linkage Program (ILP). This program facilitates research collaborations, technology transfer and knowledge sharing between MIT researchers and industry partners, fostering innovation and applied research. Stanford University in California has established partnerships with companies like Google, Apple and IBM through initiatives such as the Stanford

Research Park and the Stanford Innovation Farm. These collaborations enable the university's researchers to work closely with industry experts, leveraging resources and expertise to drive innovation. Moreover, the University of California, Berkeley collaborates with industry partners through programs like the Berkeley Research, Intellectual Property, and Industry Alliances (BRIPIA). These collaborations aim to accelerate the transfer of research outcomes into practical applications, thus promoting innovation and technology commercialization.

In Europe the University of Cambridge in the UK collaborates with organizations through initiatives like the Cambridge Innovation Partnership. This program fosters collaboration between academia and industry and supports applied research, innovation, and entrepreneurship across various disciplines. The ETH Zurich, a leading university in Switzerland, has established collaborations with industry partners through the ETH Industry Relations Office. This office facilitates knowledge transfer, joint research projects, and industrial training programs, which consequently strengthens the connection between academia and industry.

3.2 Data Collection and Consultations with Stakeholders

Extensive data collection was carried out through a structured process involving consultations with key stakeholders. These included faculty members, researchers, students, representatives from various institutions, organisations and entities. The selection of stakeholders for consultations considered priority programs in the Higher Education for Economic Transformation (HEET) project, namely engineering and technology, agriculture and agribusiness, information and communication technologies, urban environmental engineering and technology and economics. Key informant interviews were administered to a wide range of stakeholders within relevant units of UDSM and across various institutions, organisations and entities in selected regions of Tanzania. Consultations and data collected from these parties provided critical inputs for underscoring the current landscape, identifying gaps, and comprehending the insights necessary for developing these Guidelines.

3.3 Synthesis of Findings and Recommendations

The information collected through benchmarking and stakeholder consultations was synthesized, analysed and used to develop the Guidelines. Findings and recommendations formed the basis for the guidelines, ensuring that they are rooted in evidence-based insights while reflecting the unique context and requirements of UDSM. The synthesis process involved identifying common themes, challenges, and best practices, as well as assessing the applicability and relevance of different approaches to the UDSM context.

Through a collaborative and iterative process, the synthesized findings and recommendations were transformed into a set of actionable Guidelines. The same guidelines address the key aspects of collaboration on infrastructure, including initiation and approval processes, drafting collaboration agreements, data management and intellectual property considerations, tracking and monitoring mechanisms, and the establishment of a collaboration management unit. The recommendations were carefully crafted to ensure they align with UDSM's strategic goals, they adhere to relevant policies and legal frameworks, and they promote transparency, fairness, and compliance.

4. GUIDELINES FOR COLLABORATION ON APPLIED RESEARCH, INNOVATION AND TRAINING INFRASTRUCTURE

4.1 Purpose of the Guidelines

These Guidelines serve as a comprehensive framework for initiating, establishing, and managing collaboration on applied research, innovation and training infrastructure at UDSM. The Guidelines provide actionable steps and processes while ensuring compliance with the University policies, relevant laws and regulations.

4.2 Scope of the Guidelines

These are Guidelines for collaboration on applied research, innovation and training infrastructure between UDSM and her stakeholders. The Guidelines align and reflect relevant policy and institutional documents of the UDSM, the University of Dar es Salaam Research Policy and Operational Procedures (2015, revised 2024), Guidelines and Procedures for Management of Research Projects and Activities Funded from External Sources (2020), the University of Dar es Salaam Innovation and Entrepreneurship Policy (2016), the University of Dar es Salaam Consultancy Policy and Operational Procedures (2017, revised 2024), the University of Dar es Salaam Intellectual Property (IP) Policy (2018) and the Guidelines for Commercialization of Intellectual Property, Innovations, and Research Products (2021) in particular. These Guidelines can be used for collaboration on aspects of applied research, innovation and training infrastructure within and outside UDSM.

4.3 Definitions of Key Terms

Agreement

An agreement is a formal document that outlines the terms and conditions of the collaboration on infrastructure, including the rights, responsibilities, and obligations of the collaborating entities, as well as the scope, duration and objectives of the collaboration.

Collaboration

This refers to cooperative arrangement between UDSM and external stakeholders, involving the sharing of infrastructure, resources, expertise and knowledge to achieve common goals in applied research, innovation and training.

Collaborator

A collaborator is an individual or organization engaging in a collaborative agreement with UDSM for infrastructure sharing, including external stakeholders such as industrial, innovation and research entities.

Compliance

This refers to adherence to relevant laws, regulations, policies and ethical standards governing the collaboration. Compliance ensures that the collaboration activities and outcomes align with legal and ethical requirements and mitigate any potential risks or liabilities.

Confidentiality

Confidentiality is the requirement to protect sensitive or proprietary information shared during the collaboration from unauthorized disclosure, ensuring that such information remains confidential and is used only for the purposes specified in the collaboration agreement.

Data Custodian

This is the entity or individual responsible for the management, protection and safeguarding of shared data in accordance with Tanzania laws, university research and innovation policies, and the agreed-upon data management protocols.

Entity

This refers to individual or unit responsible for handling the collaboration matters.

Industrial Liaison Coordination Office (ILCO)

This is a dedicated office responsible for overseeing, coordinating and managing collaboration on infrastructure at UDSM. The ILCO tracks collaborations, maintains a comprehensive database, provides support in agreement preparation and facilitates effective communication and coordination among stakeholders.

Infrastructure

This refers to the physical or virtual resources, facilities, equipment, or systems that can be utilized for applied research, innovation and training purposes.

Intellectual Property (IP)

This refers to intangible creations resulting from human intellectual endeavour, including inventions, patents, copyrights, trademarks and trade secrets. In the context of collaboration, intellectual property refers to the ownership and rights associated with intellectual creations developed or utilized during the collaboration.

Non-Disclosure Agreement (NDA)

This is a legally binding agreement signed between collaborating entities to protect confidential information shared during the collaboration. The NDA specifies the terms and conditions governing the use, disclosure and protection of confidential information.

Publication Rights

These are rights and responsibilities regarding the publication of research findings, reports, papers, or other outputs resulting from the collaboration. Publication rights define who has the authority to publish, the process for obtaining consent or approval, and the appropriate attribution of authorship.

Unit

This refers to a department, college, school, directorate or institute as recognized in the UDSM organizational structure.

4.4 Potential Avenues for Collaboration

Collaboration opportunities on infrastructure may arise through various means, including:

- (a) **Research Projects:** Collaborating on research initiatives, jointly conducting experiments, and sharing research facilities.
- (b) **Staff and Student Internship/Practical Training:** Offering opportunities for internships or practical training programs to external stakeholders, providing access to UDSM infrastructure.
- (c) **Innovation Projects:** Collaborating on innovation-driven projects, sharing resources and fostering entrepreneurship.
- (d) **Long-Term Research/Learning Agreements:** Establishing long-term agreements to facilitate ongoing collaboration, resource sharing and joint capacity building.
- (e) **Other Collaboration Opportunities:** Exploring additional avenues where infrastructure sharing can be beneficial, such as joint ventures, consortiums, or strategic partnerships.

4.5 Initiation and Approval Process

4.5.1 Identification of Collaboration Opportunity

Any bona fide staff member or unit within UDSM or any entity or person outside UDSM may identify a potential collaboration opportunity on infrastructure and may initiate the collaboration process.

4.5.2 Collaboration Proposal Preparation

The initiating entity shall prepare a collaboration on infrastructure proposal, outlining the objectives, scope, resources required and potential benefits of the collaboration among other things.

4.5.3 Approval Process

The collaboration on infrastructure approval process shall involve the following steps:

- (a) **Initiating Entity:** The initiating entity, such as individual or unit may initiate the collaboration and prepare the collaboration agreement(s).
- (b) **Review and Recommendation by Head of Department:** The collaboration proposal and agreement are reviewed and recommended by the Head of the initiating department.
- (c) **Review and Recommendation by Principal/Dean/Director:** The collaboration proposal and agreement is further reviewed and recommended by the Principal/Dean of the respective school or college.
- (d) **Review and Recommendation by Deputy Vice Chancellor:** The collaboration proposal and agreement is further reviewed and recommended by the respective Deputy Vice Chancellor depending on the nature of the collaboration.
- (e) **Industrial Liaison Coordination Office:** The collaboration proposal and agreement is reviewed and crosschecked by the ILCO before it is forwarded to the Legal Office.
- (f) **Review and Recommendation by Legal Office:** The collaboration agreement shall undergo legal review for compliance with relevant laws, regulations, and university policies. The CCC&STC shall provide legal advice and guidance and ensure that the agreement is legally sound before recommending the same to the Vice Chancellor for approval.
- (g) **Approval by the Vice Chancellor:** The final approval is obtained from the Vice Chancellor, who signs the collaboration agreement on behalf of UDSM.

4.6 Industrial Liaison Coordination Office (ILCO)

UDSM has a dedicated office responsible for coordinating and managing collaborations and partnerships, which is under the Directorate of Public Services (DPS). The Industrial Liaison Coordination Office (ILCO) shall ensure effective tracking, monitoring and maintenance of a comprehensive database of all collaboration agreements on infrastructure. ILCO in consultation with the UDSM Legal Office, through DPS, shall provide support in collaboration agreement preparation, streamline the collaboration process, and ensure compliance with University policies.

Accordingly, ILCO shall maintain a Collaboration on Infrastructure Management System (CIMS) for collaboration agreement formulation and approval. The system will track and provide status from agreement formulation and approval among the involved entities. The system will also keep records of all collaborations executed by UDSM. There shall be a guide to members on registration and use of the CIMS.

4.7 Infrastructure Use and Collaboration Agreements

The infrastructure to be used relates to the areas of applied research, innovation, and training. The infrastructure use shall consider the following:

(a) Ensuring Operational Continuity

They shall be used without significantly disrupting the ongoing operations of the organizations or entities that own and utilize them.

(b) Collaboration Determination

The decision on the use of infrastructure shall be determined and stated on collaborative basis. The responsible university entity shall engage all relevant stakeholders, including the owners of the infrastructure, potential users, and other involved parties, in discussions and negotiations to identify suitable infrastructure for use.

(c) ILCO shall keep a database of key stakeholders, and potential areas and necessary infrastructure for collaboration.

4.8 Roles and Responsibilities of Collaborating Entities

All collaborations shall clearly define the roles, responsibilities, and obligations of each participating entity involved, including UDSM and the external stakeholders. The responsibilities shall align with the objectives and scope of collaboration.

4.9 Drafting the Collaboration Agreement

The initiating entity, in collaboration with the Legal Office under the Chief Corporate Counsel & Secretary to Council (CCC&STC), shall draft the collaboration agreement. The agreement shall address the following:

4.9.1 Agreement Components and Structure

This shall define the structure of the agreement, including the preamble, scope, objectives, roles and responsibilities, governance, resource sharing, financial arrangements, dispute resolution and termination clauses.

4.9.2 Key Terms and Clauses

This shall address specific terms, including infrastructure use, access rights, maintenance responsibilities, duration, data management, intellectual property, publication rights, confidentiality and liability.

4.9.3 Review and Approval of Collaboration Agreement

The collaboration agreement shall be reviewed by all involved entities, ensuring clarity, understanding, and agreement on the terms and conditions. The Legal Office shall review the agreement to ensure compliance with applicable laws, regulations, and University policies. The approval shall follow the respective collaborating partner's internal approval mechanisms.

4.9.4 Execution and Implementation of the Collaboration Agreement

Once all parties have reviewed and approved the collaboration agreement, it will be executed. The collaborating entities shall implement the collaboration activities according to the agreed-upon timelines, milestones, and deliverables as stated in the collaboration agreements.

4.10 Funding and Resources Allocation

The collaboration agreement shall specify the responsibilities of each party in financial matters. It shall define the financial arrangements, funding sources, and resource allocation mechanisms for the collaboration. All parties shall specify the responsibilities of each party regarding financial obligations and resource sharing.

4.11 Data Management, Intellectual Property (IP) and Ethical Considerations

4.11.1 Data Ownership and Management

The collaborating entities shall determine data ownership rights and management responsibilities. UDSM, in consultation with the collaborators, shall establish procedures for data access, use, storage, retention, and sharing during and after the collaboration period.

4.11.2 Intellectual Property Rights

The collaboration agreement shall outline intellectual property rights, ownership, licensing, commercialization and protection. The agreement shall ensure a fair and equitable distribution of intellectual property rights and shall address the licensing or commercialization arrangements, as appropriate.

4.11.3 Legal and Ethical Compliance

The collaborating partners shall comply with applicable laws, regulations and ethical guidelines on the usage of the infrastructure under collaboration.

4.12 Confidentiality and Non-disclosure

The collaboration agreement shall include provisions for the protection of confidential information. Collaborating entities shall agree to maintain the confidentiality of shared information and sign non-disclosure agreements, if necessary, to safeguard proprietary or sensitive information.

4.13 Disputes Resolution and Termination

UDSM and collaborating partners shall include provisions for disputes resolution and termination mechanisms of collaboration. Collaborators shall outline the procedures for resolving conflicts or disputes among them and define the circumstances under which collaboration can be terminated.

4.14 Publication and Dissemination of Collaboration Outputs/Outcomes

The agreement shall recognize the stakeholders' contribution(s) in publication and/or reporting of collaboration outputs and/or outcomes.

4.15 Communication and Reporting

Communication about collaboration initiatives or issues pertaining to collaborations shall be handled through ILCO. There shall be a communication channel between and among entities through the CIMS. Entities involved in collaboration shall be reporting the collaboration progress to ILCO for governance and management purposes.

4.16 Monitoring and Evaluation

4.16.1 Collaboration Database Management

ILCO shall maintain a collaboration database. The database shall include information on collaborating entities, infrastructure use, agreement details, project milestones and contact information.

4.16.2 Monitoring of Collaboration

- (a) The Collaboration Management Unit shall monitor collaboration progress, performance, and outcomes. ILCO shall periodically assess collaboration effectiveness, adherence to the agreement, and stakeholder satisfaction. Collaboration reviews may include site visits, progress reports and stakeholder feedback.
- (b) All collaborations shall have an M&E framework aligned with the terms and conditions of collaboration. This shall facilitate monitoring of the collaboration activities.

4.16.3 Evaluation of Collaboration

ILCO in collaboration with involved entities, shall conduct periodic reviews and evaluations of collaborations. The purpose is to assess the impact, identify areas for improvement, and update collaboration agreements as needed. The feedback shall be used to enhance future collaborations.

4.17 Dissemination and Skills Enhancement

4.17.1 Dissemination

UDSM shall disseminate these guidelines among relevant stakeholders and ensure clear communication. UDSM shall also raise awareness about the collaboration processes, procedures, and compliance requirements. This includes making the guidelines accessible through appropriate channels, such as the university's website, intranet, and collaboration portals. The dissemination should highlight the benefits and significance of collaboration.

4.17.2 Training Programs and Workshops

UDSM shall organize training programs and workshops to enhance stakeholders' knowledge and skills in establishing and managing collaborations. Training sessions shall cover topics such as collaboration initiation, agreement preparation, compliance with legal and ethical requirements and effective collaboration management.

4.18 Continuous Improvement and Updates

UDSM shall regularly review and update these guidelines to align with changes in University policies, laws, regulations, and best practices. Feedback mechanisms with stakeholders shall be used to actively seek to improve the collaboration framework, enhance collaboration outcomes, and address emerging needs or challenges.

4.19 Forms, Tools, and Templates

The Guidelines encompass a variety of forms, tools, and templates, including the MoU Sample Template, Non-Disclosure Agreement Standard Form, and Sample Letter of Agreement (LoA), which are provided as appendices. Even though these resources may not cover every possible scenario, they can be obtained from other strategic documents and relevant offices upon request.

BIBLIOGRAPHY

UDSM (2020). Guidelines and Procedures for Management of Research Projects and Activities Funded from External Sources: Dar es Salaam, University of Dar es Salaam.

UDSM (2021). Guidelines for Commercialization of Intellectual Property, Innovations and Research Products: Dar es Salaam, University of Dar es Salaam.

UDSM (2017). Consultancy Policy and Operational Procedures: Dar es Salaam, University of Dar es Salaam.

UDSM (2016). Innovation and Entrepreneurship Policy: Dar es Salaam, University of Dar es Salaam.

UDSM (2018). Intellectual Property (IP) Policy: Dar es Salaam, University of Dar es Salaam.

UDSM (2015). Research Policy and Operational Procedures: Dar es Salaam, University of Dar es Salaam.

APPENDICES

Appendix 1: Memorandum of Understanding (MOU) Template

**MEMORANDUM OF UNDERSTANDING
BETWEEN
{Insert name of Organization}
AND
THE UNIVERSITY OF DAR ES SALAAM
FOR
COLLABORATION**

For mutual relationship and cooperation between the parties

ADDRESSES

Name: XXX

Plot/House No. xxxx

Street: xxxx

P.O. Box: xxxxx

Location: xxxx

Tanzania

UNIVERSITY OF DAR ES SALAAM

Mwalimu Julius Nyerere Mlimani Campus,
P.O. Box 35091,
Dar es Salaam,
Tanzania.

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on the _____ day
of _____ 2023.

Between: -

XXX hereafter referred to as “**XXX**” is a [*insert nature of institution/organisation/company*] formally incorporated under the Laws of the United Republic of Tanzania [*insert date of registration/incorporation*] with its offices at [*insert location of headquarters*]. [*insert one or two sentences on the mission of the institution/organisation/company*].

And

The University of Dar es Salaam, Tanzania, hereafter referred to as ‘UDSM’ (a public university incorporated as per the Universities Act no. 7 of 2005 and the University of Dar es Salaam Charter of 2007) located in Mlimani area of Dar es Salaam Tanzania.

IN RECOGNIZING the mutual interests in the protection of the environment and Tanzania’s natural resources, promoting social economic development in Tanzania through research and its commercialization, skills development, capacity building, knowledge transfer, and best practice.

AND IN RECOGNIZING the significance of collaboration between respective industry sectors and academia in spurring sustainable utilization of natural resources, equitable socio-economic and technological advancement and human development.

NOW, THEREFORE, the University of Dar es Salaam, through The **Directorate of Public Services** (DPS) and **XXX** both of the United Republic of Tanzania,

HEREBY do agree to enter into a Memorandum of Understanding for cooperation according to the terms and conditions set out in the articles as stipulated hereunder.

INTERPRETATION

In this Memorandum, unless a contrary intention is expressed in the text, the following words shall be defined as follows: -

“The two Parties”, “Collaborating Parties”, “the Parties” shall be used interchangeably to refer to the University of Dar es Salaam and **XXX**.

“**Collaboration**” in this context refers to joining the obligation of the Collaborating parties in the execution of the objectives stipulated hereinafter.

ARTICLE 1

OBJECTIVE OF THE MOU

The objective of this MoU is to formally establish a strategic and long-term collaboration between the University of Dar es Salaam, specifically the School of Aquatic Sciences and Fisheries (SoAF) and/or the Institute of Marine Sciences (IMS) and **XXX** to jointly undertake activities of common interest. These activities include ***[insert the identified with respect to your institution/organisation/company]***.

ARTICLE 2

SCOPE OF THE MOU

This MOU is a non-binding statement of mutual intentions of the Parties. The execution of specific activities under this MOU shall require the signing of separate and formal transactional agreements between the Parties in accordance with all applicable laws and regulations.

The collaboration will focus on:

- 2.1 Conducting, organizing and facilitating workshops, expos and other events deemed to be of shared interest between contracting parties.
- 2.2 Joint development, implementation and management of projects in areas of mutual interests.
- 2.3 Facilitate the accessibility to and availability of short-term industry placement for UDSM academic, technical staff and students to **XXX**.
- 2.4 Depending on the arising need, **XXX** and UDSM will align and work on specific areas of agreement.

ARTICLE 3

FIELD OF COOPERATION

The collaboration shall take the form of:

- 3.1 XXXX
- 3.2 XXXX
- 3.3 XXXX
- 3.4 Technical support and collaboration in areas of shared interests.
- 3.5 Sharing of knowledge, expertise, research findings, and information between the two parties and the general public where necessary.
- 3.6 Development and management of projects with shared interests between the contracting parties.
- 3.7 Other areas of mutual interest, which may be accepted from time to time for the whole period of this MOU.

ARTICLE 4

RESPONSIBILITIES OF EACH PARTY TO THE MOU

- 4.1 Financing and terms of each collaborative assignment will be provided under specific contracts signed by the two parties.
- 4.2 While acquiring the relevant services, **XXX** shall offer special considerations for UDSM in line with this MOU.
- 4.3 UDSM shall avail its staff, facilities, and other resources at the mutually negotiated agreement, reduced rate, and engage in monitoring the quality and timely delivery of services provided to **XXX**.

- 4.4 Each Party to this agreement shall take necessary measures to mitigate risks related to quality, time, and financing.
- 4.5 Both parties shall engage in facilitating the smooth participation of UDSM students and staff in training and technical service provision at **XXX**.

ARTICLE 5

ADMINISTRATION

- 5.1 There shall be a contact person from each Party who shall foresee the joint activities and report on the progress if requested by another Party.
- 5.2 All matters pertaining to the Intellectual Property Rights shall be governed as per the attendant institutional policies as well as applicable national laws and regulations.

ARTICLE 6

COORDINATION OF JOINT SERVICES

- 6.1 Negotiation, implementation, and reporting on the progress concerning training, staff and student industry/practical placement, research, outreach and consultancy services will be coordinated by the contact persons namely:

a.) The Vice-Chancellor,
University of Dar es Salaam,
P.O. Box 35091,
Dar es Salaam, Tanzania.

Tel:

E-mail: vc@admin.udsm.ac.tz

b.) Designation:
Organisation: xxxxx
P.O. Box: xxxxxx
Location: xxxxxxxx
Tanzania

Tel: xxxxxxx

E-mail: xxxxxxx

ARTICLE 7

DURATION, RENEWAL, AMENDMENT, AND TERMINATION OF THE MOU

- 7.1 This MOU shall last for a duration of five (5) years from when it is signed.
- 7.2 The Vice-Chancellor of the University of Dar es Salaam and ***[insert authorised personnel/designation of the institution/organisation/company]*** are authorised to sign mutual agreements, as they find necessary, to achieve the aims of this MOU.
- 7.3 Implementation of this MOU shall come into effect after it is signed by both parties.
- 7.4 Renewal of this MOU shall be effected through the exchange of letters of intent within three months prior to the expiry of the existing MOU.
- 7.5 Any alteration of the memorandum shall be agreed upon jointly by the two parties, submitted in accordance with the same procedure as the original Memorandum, and expressed in writing.
- 7.6 In the event of a dispute, both parties shall resolve it amicably.
- 7.7 Termination of the MOU will imply the end of the cooperation unless either party gives notice of termination. This shall be not later than three months prior to the expiry of the existing Memorandum.
- 7.8 The Memorandum shall take effect upon ratification by signature by the Vice-Chancellor of UDSM and the ***[insert authorised personnel/designation of the institution/organisation/company]***.
- 7.9 This Memorandum is made in two equally authentic copies one for each of the signing parties.
- 7.10 The two parties may jointly review and amend this MOU shall the need arise.
- 7.11 For effective monitoring and evaluation of the joint activities, all necessary reports shall be prepared and submitted to the coordinators on a semi-annual basis.

ARTICLE 8

CONFIDENTIALITY

- 8.1 The parties to this MOU agree not to disclose or anyhow inform or make information or materials obtained during the execution of this MOU accessible to the third party except with written consent of the parties to this MOU.
- 8.2 The obligation of confidentiality shall survive during the execution and after the termination of the memorandum of understanding.

SIGNATURE

IN WITNESS WHEREOF, parties have executed this Memorandum of Understanding in the manner and the date set forth herein above.

RATIFICATION OF THE AGREEMENT

_____	_____
SIGNATURE	SIGNATURE
Professor William A.L. Anangisye	Name: xxx
Vice-Chancellor	Designation: xxx
University of Dar es Salaam	Organisation: xxxx
Dar es Salaam, Tanzania	Location: xxxxx, Tanzania
Date:	Date:

IN THE WITNESS OF:

Prof. Saudin J. Mwakaje
Chief Corporate Counsel and
Secretary to Council
University of Dar es Salaam
Dar es Salaam, Tanzania

Name: xxx

Date.....

Designation: xxx

Organisation: xxxx

Location: xxxxx, Tanzania

Date:.....

Appendix 2: Non – Disclosure Agreement Form

**UNIVERSITY OF DAR ES SALAAM
OFFICE OF THE DEPUTY VICE CHANCELLOR - RESEARCH
P.O. BOX 35091 ■ DAR ES SALAAM ■ TANZANIA**

General Line: +255 222410500-8Ext.2087

Fax: +255 222410743

Direct Line: +255222410743

+255 222410078

Website: www.udsm.ac.tz



Email: dvc-rke@admin.udsm.ac.tz

NON-DISCLOSURE AGREEMENT

This Agreement is entered into and is effective as of this.....day of..... 20....

BETWEEN:

(1) [the Disclosing Party],
whose address is
.....

AND

(2) [the Receiving Party],
whose address is
.....

WHEREAS:

- A. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information ("Confidential Information").
- B. The Receiving Party understands that the Disclosing Party has disclosed or may disclose information relating to [.....] being confidential/proprietary, which to the extent previously, presently, or subsequently disclosed to the Receiving Party is hereinafter referred to as "confidential Information" of the Disclosing Party.

OPERATIVE PROVISIONS

1. Confidential Information

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

2. Exclusions from Confidential Information.

Receiving Party's obligations under this Agreement do not extend to information that is:

- (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party;
- (b) discovered or created by the Receiving Party before disclosure by Disclosing Party;
- (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or
- (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.

3. Obligations of Receiving Party

Receiving Party shall hold and maintain the confidential information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to confidential information to employees, contractors and third parties as is reasonably required and shall require those persons to sign non-disclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

4. Time Periods

The non-disclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold confidential information in confidence shall remain in effect until the confidential information no longer qualifies as a confidential information due to being publicly known, protected by law or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

5. Relationships

Nothing contained in this Agreement shall be deemed to constitute formation of relationship between parties such as partnership, joint venture or employee of the other party for any purpose.

6. Severability

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to affect the intent of the parties.

7. Integration

This Agreement may not be amended for any other reason without the prior written agreement of both Parties.

8. Disclosure by Law

The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and has allowed the Disclosing Party to seek a protective order.

9. Governing Provisions

This Agreement shall be construed in accordance with the laws of United Republic of Tanzania and the Courts and relevant adjudication bodies in Tanzania shall have jurisdiction.

[Disclosing Party]

[Receiving Party]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Date: _____

Date: _____

Appendix 3: Sample Letter of Agreement (LoA)

LETTER OF AGREEMENT

This Letter of Agreement constitutes the contract between(hereby referred to as **'the Client'**) of PO Box, Dar es Salaam.

And

University of Dar es Salaam/Unit..... (hereby referred to as **'the Consultant'**) of PO Box 35110, Dar es Salaam.

Details of Assignment:

Task dates of engagement:

Tasks:

- i.
- ii.
- iii.
- iv.

Consultancy fee:

The consultant will be paid a total of per week /per class and a total of for the whole assignment

Transport cost:

The consultant will be paid a transport cost of per day.

Terms of payment:

The consultant will raise an invoice to the client and get paid after successful completion of tasks as agreed above. The payment will be transferred to the University of Dar es Salaam bank account provided.

The agreement is made up in two identical originals. By signing, both the parties, that is the and University of Dar es Salaam (mention the unit) accept the above-mentioned conditions.

(One original, duly signed copy, should be for the **Client** and the other for the **Consultant**)

SIGNED BY

.....

For

Date:

Official Stamp:

.....

For University of Dar es Salaam, /
Unit.....

Date:

Official Stamp: