

MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY



GUIDELINES FOR INTELLECTUAL PROPERTY PROTECTION

FEBRUARY 2024

FOREWORD

Mbeya University of Science and Technology (MUST) developed its first Intellectual Property Policy in 2014 and revised it in 2023. For effective implementation of the Intellectual Property Policy, MUST found it necessary to develop Intellectual Property Protection Guidelines. This is because implementing Intellectual Property Policy will be difficult without well-defined intellectual property protection guidelines that establish fair and equitable methods and means of rewarding the efforts of inventors, innovators, and stakeholders.

MUST acknowledges and appreciates inventions and innovations of its staff, students, researchers, visitors, and third parties in research and development (R&D) and intellectual activities. The invention and innovation works result in situations relating to intellectual property rights (IPRs). The IPRs allow inventors and innovators to have patents, trademarks, or copyrighted works and benefit from their own works or investment in a creation. The Intellectual Property Policy was formulated for inventors and innovators to benefit from their creation works at MUST, and for its effective application, the IP Guidelines are needed. In that sense, guidelines on IP and such other relevant frameworks are crucial in a university setting since they set and describe the rights, benefits, responsibilities, and obligations of all inventors, innovators, and different stakeholders in the IP-related activities at the university.

The guidelines intend to support MUST researchers, employees, students, visitors, and all third parties in providing guidance related to the IP of their created works or inventions. The guidelines complement MUST Intellectual Property Policy 2023 in guiding the implementation of IP issues at MUST.

Prof. Aloys N. Mvuma

Vice Chancellor

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LIST OF ABBREVIATIONS

CITT	Centre for Innovation and Technology Transfer
IDF	Invention Declaration Form
IP	Intellectual Property
IPP	Intellectual Property Protection
IPRs	Intellectual Property Rights
ITT	Innovation and Technology Transfer
NDA	Non-Disclosure Agreement
MUST	Mbeya University of Science and Technology
R&D	Research and Development

DEFINITION OF KEY TERMS AND CONCEPTS

MUST considers the following terminologies of innovation and technology transfer as:

Copyright	A legal term describing the right given to creators for their literary and artistic works (including computer software). Related rights are granted to performing artists, producers of sound recordings, and broadcasting organizations for their radio and television programmes. The protection period is the creator's lifetime and 50 years after death.
Incubation	To nurture prospective entrepreneurs to think, develop, and transform their creative ideas into viable and sustainable products, services, activities, and businesses.
Innovation	Translate an idea or invention into a good or service that creates value for which customers will pay. It may be in the form of new or improved products, services, or organizational and managerial measures. In this guideline, the word is sometimes used to represent innovation, invention, and traditional knowledge practice, particularly when written innovator(s).
Innovation Ecosystem	Various actors, activities, artifacts, institutions, relations, stakeholders, and community members or facilities critical for inventive, innovative, and traditional knowledge practice performance at MUST.
Intellectual Property	All statutory and other proprietary rights (including rights to require information be kept confidential) in respect of inventions, copyright, trademarks, designs, patents, plant breeder's rights, circuit layouts know-how, trade secrets, and geographical indications. It also includes all other rights as defined by the respective pieces of legislation and

international conventions governing intellectual property.

Invention	A product or process that provides a new way of doing something or offers a new solution to a technical problem.
Invention Disclosure	An act of providing information by inventor(s) on the invention, circumstances leading to the invention and facts concerning subsequent activities.
Inventor	The person who creates or develops a new method, form, device or other useful means that becomes known as an invention.
IP Disclosure Form	A confidential document that should be completed by the lead inventor/author and submitted to the respective organ, when something new has been conceived or developed that has possible commercial application.
Patent	An exclusive right granted for an invention in a given territory for a limited period, generally 20 years; after this period, an invention enters into the public domain. For an invention to be patented, it must be Industrially applicable (useful), new (novel), and of a sufficient "inventive step."
Technology Transfer	The process of sharing and commercializing valuable technologies to the Tanzanian society.

CHAPTER ONE

INTRODUCTION

1.1 Background

The history of Mbeya University of Science and Technology (MUST) dates back to 1986 when Mbeya Technical College (MTC) was established by the Government of the United Republic of Tanzania for the purpose of training full technicians at certificate level (FTC) under the Russia-Tanzania Training Support. The College existed until mid-2005, offering programmes in the fields of electrical, civil, and mechanical engineering and architecture. In July 2005, MTC was transformed into a multi-disciplinary Mbeya Institute of Science and Technology (MIST) through the National Council for Technical Education (Mbeya Institute of Science and Technology) Establishment Order, 2004.

The transformation was a Government move towards strengthening the College to become a fully-fledged University. MIST registered a number of achievements, including the restructuring of FTC programmes to Ordinary Diploma programmes and the introduction of Undergraduate Degree programmes, which eventually led to the expansion of student enrollment. Following these achievements, on March 29th 2012, after being issued with a Provisional License by the Tanzania Commission for Universities (TCU), the Institute was transformed into a fully-fledged University. The University was granted the Mbeya University of Science and Technology Charter, 2013 on August 20th, 2013.

MUST is endeavoring to lead in science and technology, become a center of excellence for academics, research, and consultancy, and position itself where research results are aimed at improving livelihoods in the society. In order to develop professional skills in science, engineering, technology and other related fields, MUST has to conduct research and innovation activities that reflect the national Research Agenda.

1.2 MUST Vision

The Vision of MUST is to become the leading centre of excellence for knowledge, skills and applied education in science and technology.

1.3 MUST Mission

The Mission of the University is to develop academically, technologically and socially competent students, staff and other stakeholders who will be responsive to the broader needs and challenges of the society specified by:

- (a) Facilitating appropriate tuition, practical training and support according to the needs of students and other customers;
- (b) Encouraging staff commitment to quality education and services including research, consultancy and innovation;
- (c) Fostering lifelong learning, honesty and responsibility;
- (d) Promoting an environment conducive to human development; and
- (e) Promoting effective entrepreneurship and usage of appropriate technology that meet national and international needs and standards through skills and practical oriented training, research and consultancy.

1.4 MUST Core Values

The following values characterize the work and life of the University:

- (a) Leadership in innovation and technology;
- (b) Culture of excellence;
- (c) Diversity and equal opportunities for all;
- (d) Partnerships; and
- (e) Integrity and stewardship of resources.

1.5 Goal of the Guidelines

The overarching goal of the Intellectual Property Protection Guidelines (hereinafter referred to as IPP Guidelines or simply as Guidelines) is to establish a comprehensive framework that safeguards and maximizes the value of

intellectual property generated within the University. The Guidelines aim to create a culture that recognizes the importance of intellectual property, encourages innovation, and ensures legal protection to foster sustained creativity and competitiveness.

1.6 Objectives of the Guidelines

The Guidelines aim at achieving the following objectives:

- (a) Develop processes for the systematic identification and documentation of intellectual property;
- (b) Educate employees, stakeholders, and collaborators about the importance of intellectual property protection;
- (c) Ensure strict compliance with national and international intellectual property laws and regulations;
- (d) Establish procedures for the timely and strategic filing of intellectual property protection;
- (e) Implement a structured system for employees, students and other stakeholders to disclose inventions and innovations;
- (f) Provide guidelines for the assignment of intellectual property rights through clear contractual agreements;
- (g) Develop measures to protect intellectual property from unauthorized access or disclosure;
- (h) Provide guidelines for licensing and managing the use of intellectual properties;
- (i) Provide support for litigation and dispute resolution related to intellectual property; and
- (j) Develop metrics to measure the effectiveness of intellectual property protection efforts.

1.7 Justification for the Guidelines

Guidelines for protection of intellectual property are essential for several reasons. They foster creativity and promote confidence in staff members, students and other stakeholders to invest in valuable intellectual property. By

providing legal protection for innovations and creations, these principles give the business a competitive advantage and set it apart from competitors. Additionally, they increase investor appeal by demonstrating a dedication to protecting and utilizing vital assets. Furthermore, intellectual property norms guarantee compliance, reduce legal risks, and generate income through licensing. They strengthen relationships, encourage teamwork, and are crucial for sustained success because they support international growth, strengthen negotiating positions, and safeguard the value of a brand. To summarize, adhering to these guidelines is strategically important in order to optimize the value of inventive contributions.

1.8 Scope of the Guidelines

The Guidelines consider MUST and non-MUST communities to be important components of MUST innovation and technology transfer ecosystem. They will address intellectual property protection procedures at MUST.

CHAPTER TWO

OPERATIONAL PROCEDURES AND GUIDELINES FOR INTELLECTUAL PROPERTY PROTECTION

2.1 Introduction

In alignment with the overarching goals of the University's Intellectual Property Policy, this chapter seamlessly integrates the Intellectual Property Protection Guidelines into MUST incubation, entrepreneurship and business activities for inventions and technologies. The Departments of Incubation and Innovation, Entrepreneurship and Business Management, Rural Technology Park, and other pertinent MUST innovation and technology transfer organs are among the approved implementers essential to achieving the goals of the Guidelines. The Guidelines aim to foster the creation of profitable and competitive firms that align with societal demands, with a focus on both mental and physical nurturing, as well as the commercialization of creative ideas.

Based on the MUST Intellectual Property Policy (2023) the Guidelines will cover the following broad areas:

- (a) Types of intellectual property;
- (b) Identification, disclosure, evaluation and approval of intellectual property;
- (c) Ownership of intellectual property;
- (d) Exploitation and transfer of IP ownership and rights;
- (e) Developing and signing material transfer agreements, intellectual property agreements, and assignments;
- (f) Obligations and responsibilities of different parties; and
- (g) Confidentiality and conflict of interest and settlement of disputes.

2.2 Types of Intellectual Property

The Guidelines will encompass the following types of intellectual properties: patents, trade and service marks, the MUST logo, industrial designs, copyright in literary and artistic works, new plant varieties, trade secrets, technology-based materials in online courses and distance learning, research proposals, traditional knowledge, and any other intellectual property-related assets that may be created by persons covered under these guidelines and national and international intellectual property regulatory frameworks.

2.3 Procedures on Identification, Disclosure, Evaluation and Approval of Intellectual Property

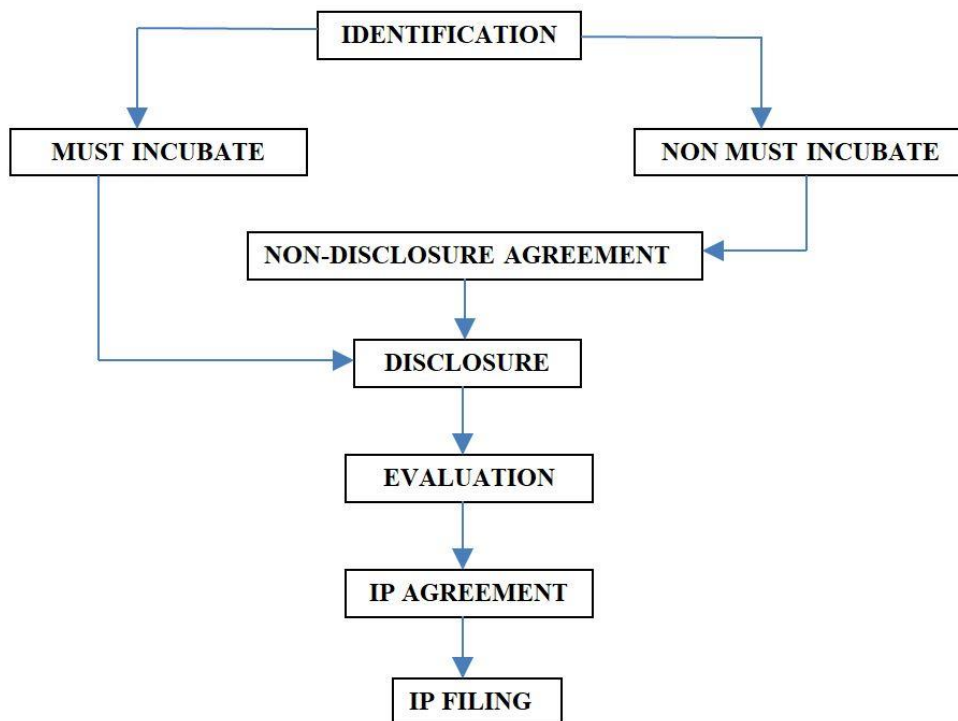


Figure 1: Procedures on Identification, Disclosure, Evaluation and Approval of Intellectual Property

2.3.1 Identification of intellectual property

It is the responsibility of all MUST staff, visitors, students, researchers, and any other stakeholders to disclose all identified IP within or related to MUST's scope

of work, intellectual property protection guidelines, and R&D works. Centre for Innovation and Technology Transfer (CITT), in collaboration with other University organs, will follow up on innovation activities in the University to identify intellectual property initiation.

2.3.2 Disclosure of intellectual property

Both inventors/investors and the CITT are responsible for observing confidentiality aspects stipulated in the Intellectual Property Policy and IPP Guidelines. The following are procedures and guidelines on the disclosure of Intellectual Property:

- (a) Non-Disclosure Agreement will be signed using a Non-Disclosure Agreement (NDA) form (Annex 1) between MUST and Non-MUST Incubatee(s) to ensure that both parties are legally bound not to disclose or use the information for any purpose other than what is outlined in the agreement depending on the specific circumstances and the preferences of the parties involved.
- (b) Inventor(s) submit a formal invention disclosure to CITT. Such disclosure must be done in writing using the Invention Disclosure Form (IDF) (Annex 2). The IDF must be submitted to CITT within a reasonable timeframe from the day of signing the NDA (if applicable). For students, IP must be reported promptly to their academic supervisor(s), who shall then notify the CITT-College coordinators within colleges, who are responsible for notifying CITT by submitting the IDF.
- (c) In case the invention has more than one inventor/individual, all inventors must sign the IDF (with their agreed terms and conditions, if any) before it is submitted to CITT.
- (d) CITT shall verify the IDF using the IDF Verification Form (Annex 3) and issue a disclosure receipt confirmation letter to the inventor(s).

2.3.3 Evaluation of intellectual property

- (a) Once the IDF has been received, CITT shall conduct an assessment of the disclosed intellectual property to determine its potential novelty, utility and commercial viability. The IP Evaluation Form (Annex 4) will be used to assess the IP using the criteria that will be illustrated in the IP Evaluation Form.
- (b) CITT will prepare an IP evaluation report and recommendation for protection letter to be submitted to the MUST IP committee for approval or rejection.
- (c) MUST IP committee will conduct an in-depth evaluation of the disclosed IP, considering factors such as patentability, market potential, risk and utility. MUST IP committee shall make a decision in writing to approve or reject the recommendation for protection submitted by CITT and will issue a committee decision memo.

2.3.4 Intellectual Property Agreement

- (a) Upon approval of the IP by the IP committee, CITT shall prepare a proposed agreement/contract indicating all rights and obligations of the parties/owners of the IP based on MUST IP Policy and these guidelines and the appropriate protection mechanism to be submitted to the MUST IP committee.
- (b) MUST IP committee shall approve or reject the proposed IP agreement/contract. Upon the approval of the proposed IP agreement/contract, MUST shall sign the IP agreement/contract with the inventor(s) using IP Agreement Form (IAF) (Annex 5).
- (c) MUST shall file for protection based on the agreed terms and appropriate protection mechanism.

2.4 Guidelines on Ownership of Intellectual Property

The following guidelines will be used to guide ownership of Intellectual Property:

- (i) The MUST shall own the rights created from the IP, under the following circumstances:
 - (a) When IP is initiated/made/created/obtained by a student (as part of his/her studies/research conducted at the University) in his/her registration period at MUST.
 - (b) When IP is initiated/made/created/obtained by an employee during their employment at MUST.
 - (c) When IP is initiated/made/created/obtained by a visiting researcher/lecturer/ student or any other relevant party during an official placement/internship period at MUST.

[When IP arises out of funded or non-funded R&D undertaking where such R&D has, in the opinion of the University, used MUST's resources, know-how or confidential information (except where ownership of such IP is otherwise provided for in a prior agreement between MUST and third parties)]

- (ii) When IP is generated from R&D fully funded by the Government or any third party (individual or non-profit organization) and awarded through a national (public service) body charged with the granting and dissemination of R&D funds, the ownership of generated IP will be either exclusively owned by MUST or depend on the agreed terms provided under the agreement or grant signed by the parties involved.
- (iii) When IP is obtained as a result of collaborative research in which fully or partly financed by non-Government sponsor or other R&D

activity, the ownership of generated IP will depend on the agreed terms provided under the agreement signed by the parties involved.

- (iv) If it is proven that, the created IP was made outside the normal course of their duties of employment with the significant use of MUST resources, employee, student or researcher or any relevant party will be deemed to have agreed to transfer (assign) the IP rights to MUST as consideration for the use of university resources.
- (v) The IP ownership shall be governed by the agreement between MUST and the receiving institution when the IP is obtained in an exchange visit.
- (vi) In the absence of an agreement to the contrary regulating the visit, visitors or non-employees shall be treated as if they were employees of MUST, and all IP created by them shall apply.

2.5 Guidelines on the Exploitation and Transfer of IP Ownership and Rights

The following guidelines shall apply to the exploitation of intellectual property:

- (a) The exploitation of the IP shall be either for public (including University) interests or commercial benefits.
- (b) MUST reserves the right not to exploit any IP deemed not in the best interest of MUST/public/inventor or third party.
- (c) When MUST can/decides not to exploit IP, it shall offer to transfer ownership of the IP to the inventor with written notification before any act or intentional omission is liable to prejudice any formal IP protection.

2.6 Procedures on Developing and Signing Intellectual Property Agreements and Assignments

For the appropriate protection of the rights of inventors, innovators, investors, researchers, staff, students, and other stakeholders, the IP agreements will be signed and guided by the following:

- (a) The IP agreements can be signed for work that has the potential to generate IP, regardless of the premises in which the work is carried out, either within or outside the university premises.;
- (b) Before the inception of any invention, innovation, and R&D works that involve collaboration with any external or third party, the clearly stipulated and agreed terms and conditions of cooperation must be stated;
- (c) All stipulated and agreed terms and conditions of cooperation related to IP rights and other R&D activities shall be submitted to the CITT, for additional advice prior to official approval/signing;
- (d) In signing IP agreements, only authorized persons or representatives, in writing, shall enter into any related agreement with third parties on behalf of MUST;
- (e) In case of exchange of materials between cooperating parties, the Material Transfer Agreements (MTAs- Annex 6) shall be enforced, and the University legal unit will determine this;
- (f) In developing and signing intellectual property agreements and assignments, all involved parties must adhere to university and national policies, guidelines, procedures, and acceptable external funding rules.

2.7 Obligations and Responsibilities of Different Parties

Obligations and responsibilities for different groups are as follows:

2.7.1 Obligations and responsibilities of MUST staff

- (a) All MUST staff shall adhere to IP guidelines while observing IP policy and other related institutional and national policies, procedures, and rules in implementing all IP-related activities.
- (b) Collaborate with CITT in preparing, signing, implementing, reviewing, monitor and evaluate all related IP issues.
- (c) Maintain relevant records of their activities, including documenting original identified data, invention and innovation results, prototypes, and R&D performed.
- (d) Notify CITT of the identified and developed IP by writing; this should be done through procedures described in section 2.3.
- (e) Maintain confidentiality and public disclosure (release of IP) requirements of the MUST's IP as described under the Confidentiality and Disclosure of IP sections in these Guidelines.
- (f) Appropriate handing over (in writing/filling up forms) all their works related to IP (such as R&D, invention, innovation) before study leave, sabbatical, exchange visits, etc., including employment termination and resignation.
- (g) Negotiate with MUST terms for continued access to IP, revenues, benefits and other relevant matters once they resign or terminate employment with the University.
- (h) Declare any background IP (and/or previous employers' rights thereto) to MUST before commencing employment, any project, or activity, be it at the University or other places mentioned by MUST.
- (i) Ensure that, as inventor(s), the University, through CITT, has official names and current contact details, including for their heirs, for the benefit of sharing the created IP.

- (j) Cooperate with the University, if needed or requested, in any IP litigation and in legal actions taken in response to IP rights violations.

2.7.2 Obligations and Responsibilities of MUST - registered students

- (a) Abide with University's IP Policy, Guidelines and related rules provided by the University.
- (b) Sign the University's IP Agreement Form, and any related agreement, including the Confidentiality Agreement, during registration and in respect of the project or any other undertaking.
- (c) Disclose, on time, to MUST the existence and development of any IP they have contributed to.
- (d) Execute all essential documents to carry out the IP Policy and Guidelines objectives.
- (e) Assign IP to MUST or a third party, upon request from the University as the case may be.

2.7.3 Obligations and Responsibilities of visiting researchers and students

- (a) In the absence of a written agreement to the contrary, employees' and students obligations described above shall apply equally to all visiting researchers and students respectively attached to any activity.
- (b) When leaving the University, a visitor must declare to the University, through CITT, any IP created while at MUST, for which no IDF had been filed.

2.7.4 Obligations and Responsibilities of CITT

- (a) Promote innovative culture and research.
- (b) Develop, review and amend policies and guidelines related to IP.
- (c) Implement the University's IP Policy and Guidelines accordingly.
- (d) Implement all inventions, innovation, commercialization and technology transfer activities in the University as per IP guidelines.
- (e) Guide staff, students, researchers, visitors, the University and all relevant parties to correctly utilize IP guidelines for beneficial outcomes in their activities.
- (f) Monitor the implementation of IP guidelines.
- (g) Cooperate with the MUST's legal unit, to appraisal and approve all agreements pertaining the University's obligations and rights to IP.
- (h) Conduct training on the use and the relevance of IP guidelines to public, inventors, innovators, investors, employees, researchers, students and relevant stakeholders.
- (i) To appropriately and securely keep and update IP related documents as per government documents handling regulations and provide access link of IP information to all stakeholders.

2.7.5 Responsibilities of MUST Management

- (a) Managing the implementation of IP guidelines in; technology transfer, invention protection, ownership, Exploitation and sharing of benefits, so as to maximize the value of the R&D outputs.
- (b) Establish enabling environment to researchers, students, employees, inventors and innovators to effectively participate in innovative R&D undertakings and programmes.
- (c) Cooperate with CITT in incubating, promoting, protecting and utilizing IP created or owned by the University and other interested parties.

2.8 Guidelines on Confidentiality, Conflict of Interest and Settlement of Disputes

2.8.1 Confidentiality

- (a) Preceding to releasing confidential information, CITT shall ensure that all researchers, staff, students, and any other stakeholders to whom Confidential IP may be released shall sign, a Non Disclosure Agreement Form (Annex 1).
- (b) All staff, students, researchers, visitors, or any other involved party shall ensure confidentiality concerning the IP so that not to jeopardize the validity of any form of protection that might be sought. When communicating with stakeholders/involved parties, they must exercise all due diligence concerning confidentiality provisions.
- (c) All employees, researchers, students, visitors, involved stakeholders, and relevant parties shall notify the CITT on any outside activities (teaching, presentation, research, exhibitions) related to the signed IP and obtain prior approval before the activity begins.

2.8.2 Conflict of Interest

All issues related to potential and existing conflicts of interest shall be reported in writing to the CITT for appropriate actions.

2.8.3 Settlement of Disputes

- (a) Any dispute resulting from implementing this IP guidelines or IP policy shall be forwarded to the CITT.
- (b) If parties fail to settle their IP-related disputes, it shall be submitted to MUST Management for intervention.

- (c) Where the dispute cannot be settled at the MUST's management level, either grieved party may appeal to relevant national courts or tribunals under applicable Laws of the United Republic of Tanzania.

CHAPTER THREE

MONITORING AND EVALUATION

3.1 Overview

Monitoring and evaluation (M&E) of the Intellectual Property Protection Guidelines are integral components ensuring the effectiveness and continual improvement of the IP protection framework at MUST. This chapter outlines a comprehensive M&E plan designed to assess the implementation, impact, and adherence to the guidelines over time. CITT is responsible to monitoring and evaluation of the implementation of MUST's IPP Guidelines. To gauge the success of the IPP Guidelines, the M&E process will incorporate the following key indicators:

3.2 Monitoring Indicators

3.2.1 Compliance Level

The compliance level will be measured through periodic audits and assessments, evaluating the degree of adherence to IPP Guidelines' procedures and standards across various MUST community and other stakeholders.

3.2.2 Intellectual Property Disclosures

Intellectual Property Disclosures will be measured by tracking and analyzing the number and nature of submissions to MUST through a centralized system.

3.3 Evaluation Mechanisms

3.3.1 Surveys and Feedback

Evaluation will involve conducting regular surveys and obtaining stakeholder feedback to assess awareness, satisfaction, and perceived effectiveness of the IPP Guidelines.

3.3.2 Compliance Audits

Compliance audits will involve conducting regular assessments to evaluate adherence to IPP Guidelines, aiming to identify areas of non-compliance and implement corrective measures.

ANNEXES

Annex 1: Non Disclosure Agreement (NDA) Form

**MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY
CENTER FOR INNOVATION AND TECHNOLOGY TRANSFER**

NON-DISCLOSURE AGREEMENT FORM

SECTION A: AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into by and between:

Disclosing Party:

Name(s) and Addresses of the Disclosing Party:

1..... Address:.....

2..... Address:.....

3..... Address:.....

4..... Address:.....

5..... Address:.....

Receiving Party:

Name(s) and Addresses of the Disclosing Party:

1..... Address:.....

2..... Address:.....

Date of Agreement.....

SECTION B: PURPOSE

The Disclosing Party desires to disclose to the Receiving Party certain confidential information (the "Confidential Information"). The Receiving Party agrees to hold such information in confidence and to use it only for the purpose set forth in this Agreement.

SECTION C: TERMS AND CONDITIONS

- 1. **Confidential Information:** The term "Confidential Information" refers to any data or information, oral or written, disclosed by the Disclosing Party to the Receiving Party during discussions related to Intellectual Property.
- 2. **Obligations:** Both parties agree not to disclose or use the Confidential Information for any purpose other than what is outlined in this Agreement.
- 3. **Duration:** The obligations of confidentiality shall remain in effect for..... years from the date of disclosure or until both parties agree otherwise.
- 4. **Return or Destruction of Information:** Upon termination or completion of discussions or invention cycle, the Receiving Party shall promptly return or, at the Disclosing Party's option, destroy all copies of the Confidential Information.
- 5. **Legal Recourse:** In the event of a breach or threatened breach of this Agreement, the Disclosing Party shall be entitled to seek injunctive relief, in addition to other legal remedies.

SECTION D: EXECUTION

.....
Signature of Disclosing Party 1

.....
Signature of Receiving Party 1

.....
Signature of Disclosing Party 2

.....
Signature of Receiving Party 2

Annex 2: Invention Disclosure Form (IDF)

**MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY
CENTER FOR INNOVATION AND TECHNOLOGY TRANSFER
INVENTION DISCLOSURE FORM**

SECTION A: INVENTOR INFORMATION

Full name and Contact of the Inventor (s):

- 1..... Email:.....
- 2..... Email:.....
- 3..... Email:.....
- 4..... Email:.....
- 5..... Email:.....

SECTION B: TITLE OF INVENTION

(Provide a concise and descriptive title for the invention).

SECTION C: DESCRIPTION OF THE INVENTION

(Provide a detailed description of the invention, including its purpose, functionality, and any unique features. Attach any relevant documents, drawings, diagrams, or prototypes that can help in understanding the invention).

SECTION D: DATE OF INVENTION

(Specify the date or range of dates when the invention was created)

.....

.....

SECTION E: FUNDING OR RESOURCES USED

(Indicate if any external funding or university resources were used in the development of the invention).

SECTION F: PRIOR DISCLOSURES

(Have you disclosed this invention to any other parties or filed a patent application elsewhere? If yes, provide details).

SECTION G: COMMERCIAL POTENTIAL

(Describe any potential commercial applications or markets for the invention).

SECTION H: Declaration

I hereby declare that the information provided in this Invention Disclosure Form is accurate and complete to the best of my knowledge. I understand the importance of protecting intellectual property and agree to cooperate with CITT in further actions related to this invention.

Inventor's Signature

Date

.....

Inventor's Signature

Date

.....

Inventor's Signature

Date

.....

Annex 3: IDF Verification Form

**MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY
 CENTER FOR INNOVATION AND TECHNOLOGY TRANSFER
 INVENTION DISCLOSURE VERIFICATION FORM**

SECTION A: VERIFICATION INFORMATION	
Date of Verification:.....	
Verification Reference Number:.....	
SECTION B: INVENTOR INFORMATION	
Full name and Contact of the Inventor (s):	
1.....	Email:.....
2.....	Email:.....
3.....	Email:.....
4.....	Email:.....
5.....	Email:.....
SECTION C: VERIFICATION DETAILS	
<i>The undersigned hereby verifies that the information provided in the Invention Disclosure Form (IDF) is accurate to the best of our knowledge.</i>	
Verified By:	
Name	Position

.....
Verifier's Signature	Date
.....

Annex 4: IP Evaluation Form

**MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY
CENTER FOR INNOVATION AND TECHNOLOGY TRANSFER**

INTELLECTUAL PROPERTY EVALUATION FORM

SECTION A: EVALUATION INFORMATION

Date of Evaluation:.....

Evaluation Reference Number:.....

SECTION B: INVENTOR INFORMATION

Full name and Contact of the Inventor (s):

1..... Email:.....

2..... Email:.....

3..... Email:.....

4..... Email:.....

5..... Email:.....

SECTION C: INTELLECTUAL PROPERTY EVALUATION CRITERIA

1. Novelty

- The invention demonstrates a novel and unique concept.
- The invention builds upon existing knowledge but introduces a novel combination or improvement.
- The invention lacks novelty.

2. Utility

- The invention serves a practical purpose and has potential applications.
- The invention has limited practical utility.

- The invention lacks practical utility.

3. Commercial Viability

- The invention has potential commercial applications and market demand.
- The invention may have limited commercial potential.
- The invention is unlikely to have commercial viability.

4. Overall Assessment

- The invention is highly promising and demonstrates strong potential in terms of novelty, utility, and commercial viability.
- The invention has potential but may require further development or refinement.
- The invention may have limited potential and may not be suitable for further development.

SECTION D: EVALUATOR'S COMMENTS

SECTION E: RECOMMENDATIONS

1. Recommendation for Further Development

(Provide recommendations for further development, if applicable.)

2. Recommendation for Protection

(Specify recommendations for protecting the intellectual property, e.g., patent filing, trade secrets, etc.)

3. Additional Remarks (if any)

SECTION F: EVALUATOR'S INFORMATION

Name of Evaluator

Position

.....

.....

Evaluator's Signature

Date

.....

.....

Annex 5: IP Agreement Form

**MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY
CENTER FOR INNOVATION AND TECHNOLOGY TRANSFER
INTELLECTUAL PROPERTY AGREEMENT FORM**

SECTION A: AGREEMENT INFORMATION

Date of Agreement:.....

Agreement Reference Number:.....

SECTION B: PARTIES INVOLVED

1. Mbeya University of Science and Technology (MUST)

Representative Name:.....

Position:.....

2. Inventor(s)

1..... Email:.....

2..... Email:.....

3..... Email:.....

4..... Email:.....

5..... Email:.....

SECTION C: TITLE OF INVENTION

SECTION D: TERMS OF THE AGREEMENT

5. Intellectual Property Ownership

Mbeya University of Science and Technology shall have ownership of the intellectual property.

6. Commercialization Rights

MUST retains exclusive rights for commercialization.

Shared commercialization rights between MUST and inventor(s).

7. Revenue Sharing

(Specify the percentage share of any revenues generated from the intellectual property that will be allocated to the inventor(s)).

8. Duration of Agreement

(Specify the duration for which the agreement is valid).

SECTION E: APPROVAL AND SIGNATURES

4. MUST IP Committee Approval

Approved

Rejected

5. Approval Date

.....
6. Signatures

MUST Representative Signature

Inventor(s) Signature

.....

.....

Witnessed By:

Witness Name and Signature

Date:.....

Annex 6: Material Transfer Agreement Form (MTA)

**MBEYA UNIVERSITY OF SCIENCE AND TECHNOLOGY
CENTER FOR INNOVATION AND TECHNOLOGY TRANSFER**

MATERIALS TRANSFER AGREEMENT

SECTION A: AGREEMENT INFORMATION

Date of Agreement:.....

Agreement Reference Number:.....

SECTION B: PARTIES INVOLVED

2. Mbeya University of Science and Technology (MUST)

Representative Name:.....

Position:.....

2. Receiving Party

Representative Name:.....

Position:.....

SECTION C: DESCRIPTION OF MATERIALS

Name and Nature of Materials *Quantity*

SECTION D: TERMS AND CONDITIONS

9. Purpose of Transfer

(Specify the purpose for which the materials are being transferred).

10. Use Restrictions

(Outline any restrictions on the use of the materials).

11. Confidentiality

(Specify any confidentiality obligations related to the transferred materials).

12. Intellectual Property Rights

(Define the intellectual property rights associated with the transferred materials).

SECTION E: LEGAL APPROVAL

1. Legal Review

- Legal review of the agreement has been completed.
- Legal review pending.

2. Legal Representative's Name

Signature

.....

SECTION F: APPROVAL AND SIGNATURES

7. Approval by MUST

- Approved
- Rejected

8. Approval Date

.....

9. Signatures

Providing Party Representative

Receiving Party Representative

.....

Witnessed By:

Witness Name and Signature

Date:.....

APPROVAL

At its 42ND Meeting held on 12th day of February 2024, the Senate of Mbeya University of Science and Technology RECEIVED, DUSCUSSED and APPROVED the Guidelines for Intellectual Property Protection.

Prof. Aloys N. Mvuma

CHAIRPERSON

Adv. Lugano Mwakilasa

SECRETARY