

UNITED REPUBLIC OF TANZANIA MINISTRY OF NATURAL RESOURCES AND TOURISM TANZANIA FORESTRY RESEARCH INSTITUTE



## **GUIDELINES**

## FOR CONDUCTING

## FORESTRY AND BEEKEEPING

### **RESEARCH IN TANZANIA**





UNITED REPUBLIC OF TANZANIA MINISTRY OF NATURAL RESOURCES AND TOURISM TANZANIA FORESTRY RESEARCH INSTITUTE



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## PREFACE

Tanzania Forestry Research Institute (TAFORI) was established in 1980 through the Act of Parliament No.5 of 1980 and given the mandate to carry out, regulate, co-ordinate and disseminate forestry research in Tanzania. However, since its existence TAFORI has not been able to co-ordinate research effectively due to a lack of forestry and beekeeping research instruments such as regulations and guidelines. Therefore, these guidelines have been formulated to provide a framework guiding researchers on how to conduct research in the country.

These guidelines were prepared through participatory approaches that engaged various stakeholders within and outside the country. The guidelines, among other things, will guide researchers on procedures for research clearance and permits, and terms and conditions for conducting forestry and beekeeping research. The application process has been simplified by a setup of only one centre for receiving applications and issuing a clearance.

The document is a valuable source of information and indeed a reference material wherever one wants to engage or to continue engaging in research on any aspect of forestry and beekeeping in the country as guided by the National Forestry Research Master Plan III and National Beekeeping Research Master Plan I. I would like to encourage TAFORI to circulate these guidelines to a broader audience of stakeholders who plan or intend to conduct and/or participate in forestry and beekeeping research in the country.

I would also like to invite stakeholders around the world to Tanzania to engage in forestry and beekeeping research.



Dr. Francis K. Michael Permanent Secretary Ministry of Natural Resources and Tourism

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The TAFORI Board of Directors is pleased to have these guidelines which will help the co-ordination of forestry and beekeeping research in Tanzania.

Dr. Felician K. Kilahama CHAIRMAN, TAFORI BOARD OF DIRECTORS

## LIST OF ACRONYMS AND **ABBREVIATIONS**

BRELA	-	Business Registration and Licensing Agency	
COSTECH	-	Tanzania Commission for Science and Technology	
DHA	-	Data Handling Agreement	
MTA	-	Material Transfer Agreement	
MSc	-	Master of Sciences	
NIDA	-	National Identification Authority	
NIMR	-	National Institute for Medical Research	
NM-AIST	-	Nelson Mandela African Institution of Science and Technology	
NGO	-	Non Governmental Organization	
PhD	-	Doctor of Philosophy	
PO-RALG	-	President's Office Regional Administration and Local Government	
SUA	-	Sokoine University of Agriculture	
TaFF	-	Tanzania Forest Fund	

TAFORI	-	Tanzania Forestry Research Institute		
TAFORI-REC	-	Tanzania Forestry Research Institute Research Ethical Committee		
TFS	-	Tanzania Forest Service Agency		
TAWIRI	-	Tanzania Wildlife Research Institute		
TPHPA	-	Tanzania Plant Health and Pesticide Authority		
TZS	-	Tanzania Shillings		
UDSM	-	University of Dar es Salam		
URT	-	United Republic of Tanzania		
USD	-	United State Dollars		

### DEFINITIONS

**Act:** means the Parliamentary Act No. 5 of 1980 (Cap 277) for Tanzania Forestry Research Institute.

**Apiary product:** means live bees, brood, beeswax, honey, cut comb, pollen, propolis, bee venom, royal jelly.

Bee reserve: means an area of land declared to be as such by an Order.

**Beekeeping:** means an occupation of keeping and managing bees for production of bee products and services.

**Board:** means the Board of the Tanzania Forestry Research Institute established under the Act.

**Collaborative project:** means a project that involves collaborative parties from the stage of proposal development to execution of the research project as per Memorandum of Understanding.

**COSTECH:** means the Commission for Science and Technology established under the Commission for Science and Technology Act.

**Data:** means measurements, laboratory values, audio-visual information, texts, survey, and objects from collections, or samples that were created, developed or evaluated during scientific work.

**Director:** means the Director General of the Tanzania Forestry Research Institute appointed under section 13 of Act No. 5 of 1980 and its review.

**Research Ethical Committee:** means a sub-committee under the Research, Publication and Dissemination Committee (RPDC) of the

TAFORI Board of Directors. It is established in accordance with the Tanzania Forestry Research Institute Act of 1980 and its Conduct of Forestry Research Regulations of 2020, and the National Research Integrity Framework of Tanzania of 2020.

**Foreign researcher:** means a foreign scientist who holds a master's degree or above registered by COSTECH to undertake forestry and beekeeping research in the country.

**Forest:** means an area of land with at least 0.5 ha, with a minimum tree crown cover of 10% or with existing tree species planted or natural having the potential of attaining more than 10% crown cover, and with trees which have the potential or have reached a minimum height of 3 m at maturity in situ.

**Forest reserve:** means a forest reserve declared under Section 22 of the Forest Act No. 14 of 2002.

**Forestry and beekeeping research:** means any type of systematic investigation, testing or evaluation designed to develop or to contribute to a body of knowledge of forestry and beekeeping.

**Forestry:** means the science and craft of creating, managing, using, conserving, and repairing forests, woodlands, and associated resources for human and environmental benefits. It includes all actions pertaining to creation and management of forests, including harvesting, marketing and utilization of all forest products and services.

**Institute:** means the Tanzania Forestry Research Institute established under the Act No 5 of 1980 Cap 277.

**Limited access files:** means the restriction on the sort of files that can be backed up.

**Management authorities:** means authorities or agencies mandated to manage forest reserves, nature forests reserves, local authority forest reserves, village land forest reserves, community forest reserves, private forests, open areas or other conservation areas.

Minister: means the Minister responsible for forestry and beekeeping.

**National Institute for Medical Research:** means the Institute for Medical Research established under the National Institute for Medical Research Act No 23 of 1979.

**Open file access:** means files with set of principles and a range of practices through which research outputs are distributed online, free of cost or other access barriers.

**Plant:** means a living thing that grows on earth, in water, or on other plants usually has a stem, leaves, roots, flowers and produces seeds; and lower plants (such as mosses and ferns).

**Principal investigator:** means Tanzanian or foreign researcher with knowledge in forestry, beekeeping or related field with Master's degree or above who intends to conduct research and lead the team or collaborators to develop a proposal in a pre-identified priority area.

**Research associate:** means a person with knowledge in forestry and beekeeping research or related field holding a master's degree or above who works for and is paid by another research Institute or organization within or outside the United Republic.

**Research clearance:** means a process for clearing research proposals as stipulated in these guidelines.

**Research clearance certificate:** means a certificate issued to a researcher as a clearance to obtain research permit.

**Research review committee:** means a committee established under section 8(1) of the Act.

**Researcher:** means a person registered to conduct forestry and beekeeping research under Regulations684 of 28/8/2020.

**Specimen:** means soil, insect and plant whether dead or alive or any readily recognizable part or derivate thereof and includes tissues and fluids.

**Study area:** means an area where forestry and beekeeping research may be conducted such as forest reserves, bee reserves, nature forests reserves, local authority forest reserves, village land forest reserves, community forest reserves, private forests, open areas, other conservation areas; and non conservation areas including forestry and beekeeping value chains.

**Tanzanian researcher:** means a Tanzanian person registered to conduct forestry and beekeeping research under Regulations 684 of 28/8/2020.

**Wildlife Protected Areas:** means national parks, game reserves, wildlife management areas, game controlled areas and Ngorongoro Conservation Area.

## **CHAPTER ONE**

#### **1.0 Introduction**

#### 1.1 Background and Rationale

Tanzania Forest Research Institute (TAFORI) was established by the Act of the Parliament of the United Republic of Tanzania (URT) No. 5 of 1980. The Act mandated TAFORI to carry out, regulate, coordinate and disseminate forestry research in the country. However, for many years TAFORI has not been able to coordinate forestry research effectively due to lack of regulations and guidelines. It was until recently, the Government issued specific regulations (G.N no. 684 of 2020) that provide directives on how to conduct forestry research in accordance with TAFORI Act of 1980.

In order for these regulations to be properly implemented, it was found necessary to have in place simple guidelines which will elaborate all the procedures to be followed by all researchers was found to be necessary. Hence, the Permanent Secretary of the Ministry of Natural Resources and Tourism, appointed a Task Force Team of six members on 14th September, 2018 to prepare these guidelines. These guidelines are intended to offer guidance on essential procedures and requirements to be followed for obtaining clearance and permits to research on forestry and beekeeping in Tanzania. Furthermore, these guidelines are intended to facilitate:

 Application processes for research clearance(s) and permit(s) by individuals proposing to conduct/engage in research on forestry and beekeeping,

- Provision of conducive environment for researchers to share research data, primary data in particular without affecting the intellectual property right,
- iii. Compliance of research with the national research agenda and guide its contribution to the national forestry and beekeeping master plans and national research agenda,
- iv. Assess how research output from permitted studies contribute to the socio-economic development of the country,
- v. Identification of the degree or proportion of contribution made by each individual researcher or group of researchers or an institution in a research project undertaken by local, international or both researchers,
- vi. Determination of gaps in research coverage, and revise future research trends and needs, and
- vii. Dissemination of results including giving feedback to communities.

This document has been organised in the following chapters: Chapter one gives an overview of the document. Chapter two contains procedure to obtain research clearance and permits, submission of progress reports, export of samples, and project closure; Chapter three contains research data submission, research data protection and sharing, dissemination of research findings, scientific talk, lectures and seminars; and Chapter four contains general terms for conducting forestry and beekeeping research in Tanzania.

### **CHAPTER TWO**

#### 2.0 Registration and Research Clearance of projects and Issuance of permits

#### 2.1 Procedures for researcher registration

The following are procedures for a person to register as a researcher:

- 1) Fill in application form for registration (see Appendix I)
- 2) Pay registration fees as shown below (Section 2.10):
  - (a) twenty thousand shillings for a Tanzanian researcher; or
  - (b) twenty United State Dollars for a foreign researcher or an equivalent amount in Tanzanian shillings.
- 3) Application for registration will be accompanied with:
  - (a) proof of payment of application fee;
  - (b) updated Curriculum Vitae (Appendix II);
  - (c) recent electronic passport size photograph;
  - (d) letter of affiliation;
  - (e) certified copies of academic certificate; and
  - (f) a copy of citizenship card issued by NIDA for Tanzanian and Passport for Foreigners.
- 4) Upon completion and approval of the registration, the researcher will receive a registration certificate.

**Online Registration:** Researcher registration can be done online and the procedures can be obtained from TAFORI website (www.tafori. or.tz)

#### 2.2 Procedures for research clearance and permits

This section provides procedures for acquiring research clearance and permit. The following are the procedure that are to be followed:

- The Principal Investgator (PI) should submit a research proposal to TAFORI through an online system located at <u>www.tafori.or.tz</u> or <u>www.mnrtportal.go.tz</u>. An application should be accompanied with:
  - i) A copy of researcher registration certificate;
  - ii) A duly completed application form (see Appendix III);
  - iii) A completed and signed declaration of compliance (see Appendix IV);
  - iv) Proof of payment of application fee (see Appendix V);
  - v) Covering letter from the Head of affiliated institution;
  - vi) Electronic copy of a full detailed research proposal (see **Appendix VI**);
  - vii) Wherever applicable, the Institutional Review Board approval from originating/affiliating institutions;
  - viii) A letter from the sponsor (s);
  - ix) Updated Curriculum Vitae CV (see Appendix II);
  - x) Where there are two or more researchers in the same research project, the PI shall submit CV(s) of co-applicants (see Appendix II);

- xi) Recent electronic passport size photograph; and
- xii) Submit the name and letter of a Tanzanian collaborator (applies to foreign researchers).
- 2) A researcher will receive acknowledgement letter/e-mail from TAFORI after receipt of the application;
- The submitted proposals will be tabled to TAFORI-REC for review processes;
- 4) The recommendations from TAFORI-REC shall be forwarded to the Board for approval;
- 5) Upon approval by the Board, the research project shall be registered;
- 6) The PI and each member of the research team will be notified by TAFORI on the status of the research clearance application;
- 7) TAFORI shall, after registration of research project, issue a Research Clearance Certificate to the researcher (see Appendix VII);
- 8) The Research Clearance Certificate shall be forwarded to COSTECH for endorsement and issuance of Research Permit;
- A foreign researcher shall, before being issued with an introductory letter, obtain a Residence Permit from Tanzania Immigration office (www.immigration.go.tz);
- 10) Upon obtaining the Research Permit from COSTECH, and residence permit for foreigner the PI shall submit copy of the permits to TAFORI, and TAFORI shall issue an Introductory Letter to the respective management authority to allow the researcher to conduct research in the respective study area;

- 11) Where a research is intended to be conducted in Local Government Authorities, COSTECH shall issue an Introductory Letter to the PI, who shall thereafter report to President's Office Regional Administration and Local Government (PO-RALG) for further steps; and
- 12) Upon receipt of an introductory letter, the respective management authority may issue entry permit to the researcher and a copy shall be forwarded to TAFORI;

## 2.3 Submission of semi-annual and final progress reports

Researchers must submit to TAFORI their bi-annual progress including current publication(s)/theses and final project reports in accordance with their work plans. These reports are important monitoring tools and enables TAFORI and COSTECH to follow the implementation of the project and attainment of set objectives within the specified project period.

The following format but not limited shall be adopted for writing progress and final reports:

- i) Research project title;
- ii) Project summary;
- iii) Introduction;
- iv) Objectives and hypotheses;
- v) Materials and methods;
- vi) Results;
- vii) Discussions;

- viii) Recommendations on the application of the preliminary or final results on sustainable conservation, management and utilisation of forests in the United Republic of Tanzania;
- ix) Revised work plan for the next year for on-going projects indicating activities and time frame; and
- x) References.

# 2.4 Procedures for renewal of research clearances and permits

For a researcher who fails to complete the research project within time specified in the research permit may apply for the renewal of research clearances and permit.

The following are procedures for renew of research clearances and permits:

- Submit an application for renewal of research clearance and permits (see Appendix VIII). The submission should be accompanied with the following:
  - proof of payment of application fees for renewal of research clearance (see Appendix V);
  - ii) the project progress report;
  - iii) justification for the renewal of research clearance;
  - iv) a supporting letter from the sponsor; and
  - v) a supporting letter from the relevant management authority on the continuation of the project in the respective study area.

- vi) recommendations from the Ethical Committee of the Institute
- The submitted proposals will be tabled to TAFORI-REC for review processes;
- The recommendations from TAFORI-REC shall be forwarded to the Board for approval. The Board convenes quarterly within a year;
- Upon approval by the Board, the PI and each member of the research team will be notified by TAFORI on the status of the researcher clearance application;
- 5) TAFORI shall, after renew of research project, issue a Research Clearance Certificate to the researcher as in (see **Appendix VII**);
- The Research Clearance Certificate shall be forwarded to COSTECH for endorsement and issuance of Research Permit; and
- 7) Other steps are as stipulated in section 2.2, number 9 12.

#### 2.5 Amendment of research project

A researcher who intends to amend the original research project shall, submit in writing, request to the Institute for approval to make amendments (see **Appendix IX**).

#### 2.6 Export of specimen/ samples

Researchers must ensure that they meet the relevant Customs, Tanzanian Quarantine Inspection Service, or other requirements for the import and export of research material. The following are the requirements for export of specimens or samples:

- 1) A researcher shall adhere to the following conditions:
  - A person shall not export forest and beekeeping specimens or samples for analysis, unless there is sufficient evidence that the analysis cannot be conducted in Tanzania; and
  - Where it is necessary that the forest and beekeeping specimens or samples have to be exported for analysis, international and national laws shall be strictly adhered to.
- A researcher who intends to export forest and beekeeping specimens or samples shall submit an application to the Institute indicating:
  - i) the type of specimens or samples;
  - ii) the number of specimens or samples;
  - iii) where and how the samples were collected;
  - iv) the storage media (if any);
  - v) the manner of packaging and shipping;
  - vi) contacts of the consignee; and
  - vii) a copy of an import permit or any other form of authorization from the country to which the samples are to be exported.
- Where pests are involved, the sample size to be exported shall depend on the justification from the applicant;
- 4) The researcher whose specimen has been inspected and verified shall be required to pay specimen/ sample fees of TZS 50,000 for

Tanzanian and USD 200 for foreigner export fee to the relevant authority;

- TAFORI will send a recommendation letter to the relevant authority as Phyto-Sanitary Department, TPRI, and Ministry of Minerals for issuance of export certificate or permit;
- 6) A researcher shall, prior to export of forest specimen and beekeeping, submit and deposit at the Institute specimen backup of each specimen to be exported for future reference and biological banking;
- Additional results originating from analysis of exported research specimens or samples shall be reported to the Institute, regardless of whether or not the results were indicated in the original proposal; and
- A researcher who contravenes section 2.6, No. (7) shall not be allowed to conduct or to participate in any forestry and beekeeping research in the country.

#### 2.7 Material transfer agreement

This section included procedures for forest and beekeeping material transfer agreement. The following are the procedures to be observed:

- Submit material transfer form/ request letter to TAFORI (see Appendix X);
- After acceptance of the request, the researcher and TAFORI shall sign the material transfer agreement (see Appendix XI) as provided by NAGOYA Agreement; and
- 3) The research shall then be allowed to export materials.

#### 2.8 Intellectual Property Right

The following are the procedures to be observed:

- Any patent or intellectual property right and royalty emanating from any collaborative research shall be coowned by researcher, Institute and other collaborators;
- The 'Vancouver accord' shall apply to issues related to the publication of forestry and beekeeping research in Tanzania;
- Intellectual property rights on data or outcomes (e.g., patents, software) of the joint research with host institutions should be negotiated and establish an agreement on their disposition in advance;
- All rights in intellectual property made or created by an employee of the Institute in the way of his/her duties and activities of employment generally belong automatically to Institute;
- 5) All researcher associates are required to transfer to the Institute any intellectual property they create in the course of their activities arising from their association with Institute;
- 6) A person who contravenes or fails to comply with above procedures commits an offence and shall upon conviction be liable to a fine stipulated under Regulation 30 of the Tanzania Forestry Research Institute (Conduct of Forestry Research) Regulations (G.N no. 684 published on 28/8/2020).

#### 2.9 Upgrading of registration information

- 1) Researchers are required to upgrading their registration information after every three years.
- 2) Researcher will pay fees for upgrading researcher information as shown below:
  - (a) twenty thousand shillings for a Tanzanian researcher; or
  - (b) twenty United State Dollars for a foreign researcher or an equivalent amount in Tanzanian shillings.

#### 2.10 Project closure

The following are the steps for project closure.

- 1) Submission of final project report to TAFORI;
- 2) Submission of research project data to TAFORI;
- A researcher shall prepare management-oriented articles in a simple language for dissemination to the management authorities of study areas and the general public; and
- In case of collaborative projects with the Institute, any equipment bought for implementation of research activities shall be the property of the Institute.

#### 2.11 Research fees

Where the research is intended to be carried out in a protected area researcher shall pay access fees and other applicable fees to the respective management authorities.

#### 2.11.1 Tanzania Forest Research Institute Fees

#### Researcher registration fee

Tanzania Forestry Research Institute (TAFORI) charges a researcher registration fee (non-refundable) of USD 20 for foreigner and TZS 20,000 for Tanzanian to be registered as a researcher so that can be commendable to conduct forestry and beekeeping research in the United Republic of Tanzania.

#### Research clearance fee

Research clearance fee payable to TAFORI (**see Appendix V**). The fees, is meant to facilitate service delivery to researchers. TAFORI research fees cover a period of twelve months i.e. one year, even if the actual research period is less than a year excludes bank charges.

#### 2.11.2 Tanzania Commission for Science and Technology Fees

#### Application fee

Tanzania Commission for Science and Technology charges a nonrefundable application fee of USD 50 per research project. The fees are meant to facilitate service delivery to researchers, are subject to periodic reviews.

#### Research Permit fee

After obtaining research permit from COSTECH each applicant shall be required to pay research fee for each person involved in the project. The rates can be found on COSTECH website: <u>http://www.costech.or.tz/</u>

#### 2.12 Mode of payment for the fees

Applicants (foreign) will be required to pay research fees direct to Director General TAFORI and COSTECH respectively as indicated in Table 1. Access fees should be paid to the respective forest management authority. In addition, Tanzanian applicants should pay registration, application and research clearance fees through electronic means of MNRT Portal (www.mnrtportal.go.tz) provided by the Ministry of Natural Resources and Tourism.

<b>Banking Details</b>	TAFORI	COSTECH
Name of Account	TAFORI General Account	Tanzania Commission for Science and Technology
Name of the Bank	National Microfinance Bank Plc(NMB), Wami Branch P. O. Box 84, Morogoro. Tanzania	National Bank of Commerce Ltd, Samora Avenue Branch P. O. Box 9002, Dar es Salaam. Tanzania
Account number	22101100006	012105018998
Account Currency	Tanzania Shillings (TZS)	United States Dollars (USD)
Swift Number/ code	NMIBTZTZ	NLCBTZTX

Table 1: Payment mode for various research fees

## **CHAPTER THREE**

#### 3.0 Research data and dissemination

TAFORI encourages long-term archiving and accessibility of research data in order to minimise duplication of efforts, enhance traceability and quality of scientific work. It also enables researchers to carry on work begun by others and policy help communities and policy makers to make informed decisions. Dissemination will be geared toward spreading "new solutions with new knowledge and new approaches, and to increase the countries' capacity for creating and applying new knowledge in Tanzania on evidence interventions.

#### 3.1 Research data submission

A researcher who is engaged in a long term project shall, at his own expenses, furnish the Institute with both processed and raw data related to the research in the manner specified by the Institute.

The following are procedure for submission of research data.

- The research shall deposit data at the data archive system located at <u>www.tafori.or.tz</u> or <u>www.mnrtportal.go.tz</u>.;
- When depositing data, the following information is required: Data description, Data owner name, Data creation date, Data entry date, Data category, Data owner contacts

   email, phone, physical address and Data source location e.g.: County, Region, City, District, Ward, Village); and

 A researcher who contravenes or fails to comply with this guideline in section 3.1 commits an offence and shall upon conviction be liable to a fine stipulated under Regulation 23 of the Tanzania Forestry Research Institute (Conduct of Forestry Research) Regulations (G.N no. 684 published on 28/8/2020).

#### 3.2 Research data protection and sharing

The following are the procedures for data protection and sharing:

- The Institute shall categorize stored data into open access files and limited access files mode;
- In case of Government use of stored data, the project PI will be informed and acknowledged; and
- 3) All stored data will be open after a period of 10 years or depending on Memorandum of Understanding of the project.

#### 3.3 Dissemination of research findings

Knowledge dissemination is important to transform scientific evidence for its use in forestry and beekeeping conservation practice. The dissemination of research findings shall be done through different channels including scientific talks; lectures; seminars; digital; social and mass media; reports; policy briefs; and publications.

The procedures for disseminating research findings are as follows:

1) A researcher engaged in forestry research shall, at his own expenses, furnish the Institute with all the information

obtained in the course of conducting the research including, publications, reports and management-oriented articles;

- 2) The Institute may, in writing call for any information from a researcher;
- The Institute shall conduct annual scientific conference for purposes of dissemination of forestry and beekeeping research findings and researchers are encouraged to participate; and
- A researcher who contravenes or fails to comply with (1) or (2) from section 3.3 commits an offence and upon conviction shall be liable to a fine stipulated under Regulation 28 and 37 of the Tanzania Forestry Research Institute (Conduct of Forestry Research) Regulations (G.N no. 684 published on 28/8/2020).

#### 3.3.1 Scientific talks, lectures or seminars

The following guides procedure for scientific talks, lectures or seminars:

- The request from any individual, group, firm, university, institution or college that is interested in a scientific talk, lecture or seminar shall be submitted at least two weeks before the date of the talk, lecture or seminar to TAFORI (see Appendix XII);
- 2) TAFORI shall identify a researcher to deliver the talk, lecture or seminar and proceed with the arrangement of the talk; and

3) Stakeholders shall pay fees for the facilitation of the scientific talk, lecture or seminar as stipulated in table 2.

S/N	Group	Talk at Institute	Talk Away
1	Tourist	USD 300	USD 300 + other costs
2	Visiting scientist	USD 300	USD 300 + other costs
3	Graduate student (foreign)	USD 300	USD 300 + other costs
4	Undergraduate student (foreign)	USD 300	USD 300 + other costs
5	College student (foreign)	USD 150	USD 150 + other costs
6	College, undergraduate and graduate student (Tanzanian)	TZS 500,000	TZS 500,000 + other costs

#### Table 2: Scientific talk, lecture or seminar fees

\*Other costs: Transport, Daily Subsistence Allowance, Other Material

## **CHAPTER FOUR**

# 4.0 General terms and conditions for conducting forestry and beekeeping research

All researchers on forestry and beekeeping operating in Tanzania mainland must be registered. Any person who doesn't register with TAFORI commits an offence and shall be liable to legal consequence of non-compliance in accordance with laws and regulations of the United Republic of Tanzania.

The following are the terms and conditions that guide conduct of forestry and beekeeping research in Tanzania.

- Time for submission of research project: At least three (3) months before the proposed date of commencement of research;
- 2) Validity of research clearance: Researcher is obliged to proceed with acquiring the research permit within one year since approval of the proposal. After that period, the approval will be null and void;
- 3) Collaboration with NGO/ Local institution: All local institutions/ NGOs intending to collaborate with foreign researchers should have research component in their institution/NGOs constitution as registered by BRELA;
- 4) Carrying out other research apart from Forestry and Beekeeping: A research that involves human and animal subjects (wildlife, agriculture and livestock) as research

component should also seek ethics clearance from National Institute for Medical Research (NIMR) (NIMR Act of 1979) for Human, Tanzania Wildlife Research Institute (TAWIRI) (see TAWIRI Act of 1980) for Wildlife, Tanzania Agriculture Research Institute (TARI) (TARI Act of 2016) for Agriculture and Tanzania Livestock Research Institute (TALIRI) (see TALIRI Act of 2012) for livestock;

- 5) Upon obtaining research permit and residence permit for foreigners, the following shall be observed by researcher:
  - Adhere to terms of reference indicated in their clearances;
  - Respect and not interfere with cultural, social and/or political norms in the study areas or elsewhere in the country; and
  - Accord due respect and consideration to the people of Tanzania and their established institutions and the Government.
- 6) Settlement of dispute: All research dispute settlement under these guidelines shall be conducted in accordance with laws and regulations of the United Republic of Tanzania;
- 7) Capacity building for Tanzanians: For a research taking more than three years, researchers must have a provision for postgraduate training (MSc. and/or Ph.D.); and

## 8) Request of forestry and beekeeping specimens/samples from TAFORI resource bank:

The Institute shall keep and maintain a forest specimen bank for various research use. Procedures for requesting specimen or samples from the bank are as follows:

- A researcher may, in writing (see Appendix XIII), request the Institute to provide him/her with specimens or samples from the bank and the request shall indicate:
  - (a) the type and number of specimens or samples requested;
  - (b) the justification and purpose for which the requested specimens or samples are to be used; and
  - (c) the nature of analysis to be performed.
- ii) After approval a researcher shall pay specimen/ sample access fees as stipulated in table 3.

Table 3:	Specimen/	Sample	access fees
----------	-----------	--------	-------------

Category	Rate/Sample
a) Tanzania Citizens	(TZS)
Student (Undergraduate)	50,000
Researcher	100,000
b) Non- Tanzania Citizens and Institutions	(USD)
Student (Undergraduate)	50
Researcher	100

iii) When such permission is granted results of the analysis and experimentation abroad must be reported back to TAFORI.

#### 4.1 Research project team

The research team may be composed of all or some participants including Principal investigator, Tanzanian collaborator, research

assistant, field assistant, field attendant, research volunteer or intern, housekeepers, porters and guards.

### 4.1.1 Principal Investigator

The following are the key roles of Principal Investigator:

- i) To develop research proposals and secure fund;
- Request for registration, research clearance, amendment and extension of research permits;
- iii) To oversee research project activities;
- iv) Prepare and submit project semi-annual and full report to TAFORI;
- v) To report any unforeseen event that may occur when implementing the project;
- vi) To request export permit for material;
- vii) Submit research material to TAFORI for archiving; and
- viii)Disseminating of research findings through publications, medias, report and feedback to the community.

### 4.1.2 Tanzanian collaborator

The following are the procedures for the foreign researcher to obtain a Tanzanian collaborator:

 A foreign researcher shall identify a Tanzanian collaborator or TAFORI in consultation with COSTECH, shall assign a Tanzanian collaborator to a foreign research project where a foreign researcher fails to appoint a Tanzanian collaborator;

- A Tanzanian collaborator shall write a supporting letter which shall be accompanied with the application documents for clearance;
- The budget of the project shall include expenses for the Tanzanian collaborator for visiting and participating in the project activities in the project study area at least once a year;
- A renewal of a project shall be partly based on evidence that the Tanzanian collaborator participated in the project and the contact has been maintained; and
- 5) A foreign researcher and a Tanzanian collaborator shall, in collaboration produce and submit signed semi and annual project reports to TAFORI and respective management authorities during the project period.

### 4.1.3 Research Assistants

Research assistant should be a Tanzanian and a holder of at least a first degree in forestry, beekeeping, botany, and biology, social or related natural sciences from a recognized University.

The following are the procedures for PI to get a research assistant:

- 1) The PI may identify or request for research assistant from TAFORI;
  - i) If research assistant is a Tanzanian, the principal researcher shall make an application for entry permit in writing to the Institute;

- ii) If research assistant is a foreigner:
  - a) must be a student enrolled for Masters of Science or Masters of Arts in a recognised university; and
  - b) the principal researcher shall apply for an entry permit at the time of application for research permit and shall follow the ordinary application procedures including payment of necessary fees.
- Where a research project requires a foreign research assistant, the principal researcher shall ensure a ratio of one to one research assistant between Tanzanians and foreigners;
- 3) Where the research project requires only one research assistant, the research assistant shall be a Tanzanian;
- Where a principal researcher fails to identify and select a research assistant, the Institute may assist him/her to identify a suitable research assistant;
- A research assistant may be replaced by a new one through formal application to the Institute by the principal researcher; and
- 6) The Institute shall write an introductory letter for a research assistant to the respective management authority to facilitate issuance of entry permit to conduct forestry and beekeeping research in the study area.

### 4.1.4 Field assistant/ attendant

A field assistant or attendant shall be a Tanzanian who holds at least a secondary school education certificate.

The following are the procedures for PI to get a field assistant:

- 1) An application of a permit for field assistant or attendant shall be submitted by the principal investigator in writing to the Institute including qualifications and other details of the field assistant or attendant: and
- 2) The PI shall apply to TAFORI in writing and TAFORI will introduce the candidates to the relevant management authority for issuance of free entry permit.

### 4.1.5 Research volunteer and intern

A researcher may use a Tanzanian volunteer or intern in his research project upon approval by the Institute. The volunteer and Intern must have a minimum education at least a level of certificate in the respective field of research project undertaken.

The following are the procedures for PI to get a volunteer and intern:

- 1) An application for a volunteer and intern shall be made by submitting the volunteer/intern request form (see Appendix XIV); and
- 2) The PI shall apply to TAFORI in writing and TAFORI will introduce the candidates to the relevant management authority for issuance of free entry permit.

### 4.1.6 Housekeepers / porters / guards

Housekeepers/porters/guards should be Tanzanians.

The following are the procedures for PI to get a housekeeper/porter/ guard:

- 1) The PI may identify a housekeeper/porter/guard for the research project; and
- 2) If the PI fails to identify housekeeper/porter/guard, then PI shall apply to TAFORI in writing and TAFORI will introduce the candidates to the relevant management authority for issuance of free entry permit.

# 4.2 Insurance

It is the obligation of the PI to ensure the safety of the research team:

- PI shall insure the research team in-case of injury, sickness, or any other risks that may be encountered during or when conducting research in the country; and
- 2) The Institute shall not be responsible for any risks that may occur in the course of conducting research in the country.

# 4.3 Revocation or suspension of permit:

The Board may recommend to COSTECH suspension or revocation of a research permit for non-compliance or the breach of the terms and conditions prescribed in such permit or for contravention of the provisions of the Act or these guidelines.

# 4.4 Reconciliation and Appeals

These are the procedures for PI to appeal in case of rejection of research clearance:

- If the PI is not satisfied with the committee's decision for rejecting the research clearance, the arbitration mechanism shall involve the PI presenting an appeal to Management for review;
- 2) If the PI is aggrieved by a decision of the Management may appeal to the Minister; and
- The Minister's decision may determine the appeal and issue his decision on the appeal. The Minister's decision is final and conclusive.

# 4.5 General penalty

Any person who contravenes or fails to comply with these guidelines for which no specific penalty is provided shall be committing an offence and shall, upon conviction, be liable to a fine stipulated under Regulation 39 of the Tanzania Forestry Research Institute (Conduct of Forestry Research) Regulations (G.N no. 684 published on 28/8/2020).

# LIST OF APPENDICES

# Appendix I: Application Form for Registration of Forestry and Beekeeping Researcher



UNITED REPUBLIC OF TANZANIA MINISTRY OF NATURAL RESOURCES AND TOURISM TANZANIA FORESTRY RESEARCH INSTITUTE



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## APPLICATION FORM FOR REGISTRATION OF FORESTRY AND BEEKEEPING RESEARCHER

(Please type and print)

### PART A

1. Surname	current
Other names	passport size photo
Physical address	
Email Address Phone	Number
2. CitizenshipCountry of o	rigin
Institutional affiliation	

Mailing address (outside Tanzania) .....

3. Academic qualifications (Start with most current);

.....

.....

4. Referees' names and addresses (two referees preferably one of whom must be based in Tanzania)

### 5. Recent publications (if any):

(D)	 	 	 	•••••	
(c)	 	 	 		

### 6. Society Membership (if any):

Sigi	nature of the applicant	Date:	
• •			
(a)			

### PART B

### FOR OFFICE USE

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Official stamp	
Research regi	stration number
Recommenda	tion

Signature ...... Date: .....

# Appendix II: Curriculum Vitae Template



UNITED REPUBLIC OF TANZANIA MINISTRY OF NATURAL RESOURCES AND TOURISM TANZANIA FORESTRY RESEARCH INSTITUTE



### **CURRICULUM VITAE TEMPLATE FORM**

(Please type and print)

1.0	Full Name
2.0	Institutional Affiliation and Address
3.0	Occupation
4.0	Gender (M/F)
5.0	Date of Birth (dd/mm/yyyy)
6.0	Nationality
7.0	Mobile Number and Email:
8.0	Academic and Professional Qualifications
9.0	Four recent Research Projects undertaken as PI (if any)
	1

2	 
3	 
4	 

# 10.0 Four most recent collaborative research projects undertaken (if any):


11.0	Publications (5 most current ones) (if any): 1				
	2				
	3				
	4				
	5				
12.0	Invention/ patent - (relevant to the project) (if any):				
13.0	Grants awarded (Project, funder, amount, and timeframe) (if				
15.0	any):				

.....

.....

14.0 If any, provide evidence of supervision/ mentorship of postgraduate degree candidates for the last five years .....

# Appendix III: Application for Conducting Research Project



UNITED REPUBLIC OF TANZANIA MINISTRY OF NATURAL RESOURCES AND TOURISM TANZANIA FORESTRY RESEARCH INSTITUTE



### **APPLICATION FOR CONDUCTING RESEARCH PROJECT**

(Please type and print)

	PART A	Attach current
1.	Surname	passport size photo
	Other names	piloto
	Physical address	
	Email address Phone Numb	er
	Date of birth	
2.	CitizenshipCountryoforigi	n
	Institutional affiliation	
	Mailing address	
З.	Academic qualifications (start with most cu	rrent);

4.	Spo	nsors names and addresses;
	(a) .	
	(b)	
	(c)	
	_	
5.	Res	earch project details
	i.	Research title:
	ii.	Summary
	iii.	Objectives

iv.	Methods
V.	The proposed research site (study area)
vi.	Research area of interest (theme)
vii.	Research project collaborator(s) in Tanzania (if any)
viii	. Sponsor (s) name or Donor
ix.	Research project estimated total budget
171	Research project estimated total budget

	TZS/ USD
х.	Date of commencement of research project
xi.	Estimated duration of the research project
xii.	Research project funded by (if not funded by researcher):
Signature of	f the applicant Date:

### PART B

### FOR OFFICE USE

Official stamp

Signature	Date:
Recommendation	
Research registration number	

# Appendix IV: Research Applicant Declaration Compliance Form



UNITED REPUBLIC OF TANZANIA MINISTRY OF NATURAL RESOURCES AND TOURISM TANZANIA FORESTRY RESEARCH INSTITUTE



### **DECLARATION OF COMPLIANCE**

(Please type and print)

I..... (name) of...... do hereby declare to abide to the conditions set out herein below but not limited to:

- 1. Undertake research activities approved by the Institute.
- 2. To save the Institute with copies of research findings and data.
- 3. To adhere to disciplinary measures and directions issued by the Institute.
- 4. To abide with the conditions of the Research Clearance Certificate and Research Permit.
- To adhere to any agreement to regarding the donation of research equipment vehicles after specified period as indicated in the application form.
- 6. To attend Scientific Conference as arranged by Institute.
- To assist the Institute to the best of my abilities particularly in supporting Tanzanian researcher and have a budget for such commitment.

- 8. To abide by the rules laid down by the Tanzania Commission for Science and Technology for conducting scientific work in Tanzania as per the laws of the land.
- In the event that any of the above is violated, my permit will be revoked and/or my research clearance will be withdrawn.

Surname...... Other names: .....

Signature: ..... Date: .....

# **Appendix V: Fees and Other Charges**



UNITED REPUBLIC OF TANZANIA MINISTRY OF NATURAL RESOURCES AND TOURISM TANZANIA FORESTRY RESEARCH INSTITUTE



### FEES AND OTHER CHARGES

SN	Research Activities	Tanzanian Researcher (TZS)	Foreign Researcher (USD)
	Registration fees for conducting research		
	Student (Undergraduate)	Free	Free
1.	Student (Masters)	30,000	100
	Student (PhD)	50,000	300
	Post-Doctorate / Research fellow	100,000	400
	Individual Research	200,000	500
2.	Application fees for conducting research project	20,000	100
3.	Extension of research	30,000	100
4.	Export of specimens	50,000	200
5.	Data access	500,000	1000
6.	Scientific talks, lectures or seminars	500,000	300

# **Appendix VI: Detailed Research Proposal Format**

- Title, names of scientists' collaboration and affiliated institutions,
- Background information,
- Problem statement and justification,
- Literature review,
- Objectives,
- Hypotheses/Research questions,
- Methodology,
- Expected outputs,
- Expected outcome,
- Log frame,
- Data sharing,
- Material transfer,
- Research ethics/ethical clearance,
- Budget,
- Bibliographies/References,

# Appendix VII: Research Clearance Certificate



UNITED REPUBLIC OF TANZANIA MINISTRY OF NATURAL RESOURCES AND TOURISM TANZANIA FORESTRY RESEARCH INSTITUTE



### **RESEARCH CLEARANCE CERTIFICATE**

(Please type and print)

1.	This certificate is hereby presented to
2.	Title of the proposed research
_	
3.	General objective of the Research
Λ	Study area
4.	
5.	Starting date Ending date

# Official stamp

# Appendix VIII: Application for Extension/Renewal of Research Clearance



UNITED REPUBLIC OF TANZANIA MINISTRY OF NATURAL RESOURCES AND TOURISM TANZANIA FORESTRY RESEARCH INSTITUTE



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## APPLICATION FOR EXTENSION/RENEWAL OF RESEARCH CLEARANCE

(Please type and print)

1.	Surname
	Other names
	Physical address
	Email Address
	Phone Number
2.	Applying for extension of a research period to undertake
	forestry research in Tanzania starting from
	to
3.	Research study site(s):
4.	Title of the research:
5.	General objective of the research

.....

# 6. Justification for extension of research period

Signature of the applicant	Date:

# **Appendix IX: Application for Amendment**



UNITED REPUBLIC OF TANZANIA MINISTRY OF NATURAL RESOURCES AND TOURISM TANZANIA FORESTRY RESEARCH INSTITUTE



### APPLICATION FOR AMENDMENT

(Please type and print)

1. Applicant personal information Attach Surname..... current passport size Other names..... photo Physical address ..... Email address..... Phone number 2. Research clearance number for the project..... 3. Applying for amendment of the project titled ..... ..... 4. Rational for amendment



.....

5. Amendment impact, if any, both negative and positive .....

### 6. Proposed amendments

				 	 •••••	 	 •
				 	 	 	 •
				 	 	 	 •
				 	 	 	 •
				 	 	 	 •
				 	 	 	 •
Signati	ure of th	ne applio	ant	 	 Date:	 	

# **Appendix X: Material Request Form**



UNITED REPUBLIC OF TANZANIA MINISTRY OF NATURAL RESOURCES AND TOURISM TANZANIA FORESTRY RESEARCH INSTITUTE



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### **TRANSFER REQUEST FORM**

(Please type and print)

**Important:** Proof of Identity must accompany this Material Request Form (eg. official/State photographic identity document such as driver's licence, passport or National ID)

Section 1: General Information

1.1 Full Name
1.2 Institutional Affiliation and Address
1.3 Occupation
1.4 Gender (M/F)
1.5 Date of Birth (dd/mm/yyyy)
1.6 Nationality
1.7 Mobile Number and Email:
1.8 Academic and Professional Qualification

1.9 List the material that you need access to......
1......
2......
3......
4.....
1.10 State the reasons for wanting to access the listed material ......

## **Appendix XI: Material Transfer Agreement**



UNITED REPUBLIC OF TANZANIA MINISTRY OF NATURAL RESOURCES AND TOURISM TANZANIA FORESTRY RESEARCH INSTITUTE



### MATERIAL TRANSFER AGREEMENT

### **TANZANIA FORESTRY RESEARCH INSTITUTE**

### P. O. BOX 1854, MOROGORO TEL: 255 23 293 5174; FAX: 255 23 293 5174 EMAIL: researchclearance@tafori.or.tz; WEBSITE: www.tafori.or.tz

### MATERIAL TRANSFER AGREEMENT

(hereinafter, "the Agreement")

Signature Date -----

### Entered into by and between:

(Hereinafter, the "PROVIDER")

Registered physical and postal address of PROVIDER:	Tel:
<b>,</b>	Fax:
	Cell:
	Email:

#### and

### (Hereinafter, the "RECIPIENT")

Registered	physical	Tel:
and postal	address of	_
RECIPIENT:		Fax:
		Call:
		Cell:
		Email:

#### and

### (Hereinafter, the TAFORI - RESEARCH ETHICS COMMITTEE)

Registered physical and	Tel:
postal address of TAFORI - RESEARCH ETHICS	Fax:
COMMITTEE:	Cell:
	Email:

### PREAMBLE

### WHEREAS

- A. the PROVIDER remains custodian of the MATERIALS; and
- B. the PROVIDER hereby transfers the MATERIALS to the RECIPIENT, and the RECIPIENT accepts the MATERIALS subject to the terms and conditions below; and
- C. each Party undertakes to engage with the other in the utmost good faith and to conduct itself in the highest ethical standards and comply with all applicable legislation; and

- D. the Parties agree to conduct themselves hereunder in compliance with the TAFORI - Research Ethics Committee (TAFORI-REC), Tanzania Forestry Research Institute, Morogoro, protocols on research on forestry MATERIALS; and
- E. understanding, therefore, that no MATERIALS can be transferred for purposes of a research project that has not been approved by the TAFORI-REC.

### NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS

### **1. OBJECTIVE**

The objective of this Agreement is to set out a framework within which the Parties will engage in the transfer, use and other processing of the MATERIALS, and to provide for matters connected therewith.

### 2. DEFINITION OF TERMS

2.1 Agreement:	- means this Agreement and all annexes thereto
2.2 Benefit:	- means the benefit that will be received by the PROVIDER from the use of the
	MATERIALS by the RECIPIENT. Benefits may include, amongst others, the sharing of information, use of research results, royalties, acknowledgement of the PROVIDER as the source of the MATERIALS, publication rights, transfer of technology or MATERIALS, and capacity building

- 2.3 Benefit sharing: means the process or act of sharing in the benefits that derive from the Project in a manner that is fair and equitable
- 2.4 Country: means the United Republic of Tanzania
- 2.5 Custodian: means a person or entity entrusted with safeguarding and protecting the MATERIALS
- 2.6 Data means any information, including personal information in any form, derived directly or indirectly during the conduct of research
- 2.7 Donor: means a person who has donated MATERIALS to be used for research purposes and / or teaching.
- 2.8 TAFORI -Research Ethics Committee of Tanzania Forestry Research Institute ("TAFORI-REC"): - means the TAFORI - Research Ethics Committee of the Tanzania Forestry Research Institute (TAFORI) whose purpose is to review and, where the proposals meet the ethical standards of the committee, approve all forestry research protocols
- 2.9 Intellectual means statutory and other proprietary Property Rights: - ights resulting from creations of the human mind such as copyright, patents, scientific works and discoveries, and trademarks.
- 2.10 Informed means an on-going information sharing Consent: process which allows a Donor to consent to participate and determine whether and how their MATERIALS will be utilised in the Project, as approved by the TAFORI-REC from time to time
- 2.11 MATERIALS means forestry MATERIALS and DATA

- 2.12 Parties: means the PROVIDER and the RECIPIENT in this Agreement
- 2.13 Project: means the forestry research project for which the MATERIALS will be used hereunder
- 2.14 Research Results: means all products of the research, whether tangible or intangible
- 2.15 Secondary Use: means use of the MATERIALS for research purposes other than the uses determined in the approved protocol. Secondary uses must be approved by the TAFORI-REC
- 2.16 Termination means a report prepared by the Report: RECIPIENT and submitted to the PROVIDER on termination of the Project. The Termination Report will include, inter alia, reason for termination, status of Project at termination and current state of MATERIALS.

### **3. OBLIGATIONS OF THE PROVIDER**

- 3.1 The PROVIDER agrees to transfer to the RECIPIENT the MATERIALS more fully described in **Annex A**, and in the quantity, packaging and by mode of transport as more fully described in **Annex A**.
- 3.2 Should the PROVIDER be informed that the MATERIALS have become identifiable for any reason whatsoever, the PROVIDER is responsible for informing the TAFORI-REC and the relevant

Donor(s) of same and for obtaining approval from the TAFORI-REC and consent from the Donor(s), where reasonably possible, for any further uses of the MATERIAL.

3.3 This Agreement is subject to the suspensive condition that, and is of no force or effect unless and until, the TAFORI-REC has approved the study of which the MTA forms a part of *and* the MTA.

# 4. ACKNOWLEDGEMENTS BY AND OBLIGATIONS OF THE RECIPIENT

- 4.1 The RECIPIENT acknowledges that the MATERIALS have been obtained and/or developed by the PROVIDER, where applicable.
- 4.2 The RECIPIENT acknowledges that the MATERIALS are of research value.
- 4.3 The RECIPIENT may only carry out research according to the protocol approved by the TAFORI-REC.
- 4.4 The RECIPIENT will be responsible for obtaining the necessary permits and authorisations, and for arranging and bearing the costs of the appropriate transport for the MATERIAL to be transferred to the RECIPIENT.
- 4.5 The RECIPIENT acknowledges that the MATERIALS may contain sensitive and confidential information, which information the RECIPIENT undertakes to protect and keep confidential.
- 4.6 Other than those parties stipulated in **Annex A**, the PROVIDER may not transfer or otherwise provide the MATERIAL to any party without approval of the TAFORI-REC. Such approval will be on such written conditions as the PROVIDER may deem fit

in its sole discretion and will be agreed by the RECIPIENT in writing.

- 4.7 Should the MATERIALS become identifiable for any reason whatsoever, the RECIPIENT must inform the PROVIDER without delay.
- 4.8 If the RECIPIENT intends to use both MATERIALS and the DATA associated with the MATERIALs, then the RECIPIENT needs to specify in **Annex A**, the DATA expected to be extracted from the MATERIALS.
- 4.9 The RECIPIENT agrees to deliver feedback to the PROVIDER on the development and progress made with regard to the Project by supplying the PROVIDER with updated information where relevant and in terms of applicable ethical and legal requirements.

### 5. USE AND PURPOSE OF MATERIAL

- 5.1 The RECIPIENT warrants that the MATERIALS will be used only for the purposes of the Project, as more fully described in Annex A, attached hereto.
- 5.2 The RECIPIENT agrees that the MATERIAL will be located at: \_\_\_\_
- 5.3 The RECIPIENT shall not, without the written permission of the PROVIDER, use the MATERIALS for any purpose other than that permitted in terms of this Agreement.

## **6. BENEFIT SHARING**

The sharing of benefits should be discussed and negotiated between the PROVIDER and RECIPIENT before MATERIALS are transferred to the RECIPIENT. The Parties agree to Benefit Sharing as detailed in **Annex B**.

### 7. DURATION OF AGREEMENT

This Agreement will commence on the effective date and shall continue until the termination date.

# 8. TERMINATION OF PROJECT

- 8.1 In the event that the Project terminates, for any reason whatsoever, the RECIPIENT will provide the PROVIDER and the TAFORI-REC with a Termination Report.
- 8.2 Termination of the Project will occur under one or more of the following circumstances:
- 8.2.1 the Project reaches completion;
- 8.2.2 the Project cannot be carried out by the RECIPIENT for any reason whatsoever, including but not limited to the following:
- 8.2.2.1 the RECIPIENT entity dissolves, winds-up or ceases to continue operating for any reason whatsoever;
- 8.2.2.2 the TAFORI-REC withdraws approval for the Project in its entirety;
- 8.2.2.3 either Party terminates the Agreement on reasonable notice;
- 4.2.2.4 a force majeure makes continuance of the Project impracticable or impossible.

- 8.3 On termination, the RECIPIENT will immediately discontinue using the MATERIAL for any purpose whatsoever.
- 8.4 Destruction, return to the PROVIDER or transfer of MATERIALS will be undertaken, or any other arrangements made, with the express approval of the TAFORI-REC at an expense of the RECIPIENT.

### 9. INFORMED CONSENT

Informed Consent requires that:

- 9.1 the PROVIDER has obtained informed consent from the Donor(s) to provide MATERIALS to the RECIPIENT to undertake the Project as contemplated. In the event of Secondary Use of the MATERIALS, the Donor(s) have consented thereto insofar as the Secondary Uses have been approved by the TAFORI-REC.
- 9.2 the Donor(s) have been informed that, where reasonably possible, the PROVIDER will inform them of developments or progress made by the RECIPIENT in the Project and which is relevant to the Donor(s)' Informed Consent.
- 9.3 the Donor(s) have been informed and have accepted that on termination of this agreement, the MATERIAL will be returned to the PROVIDER or destroyed, or any other arrangements made, as determined by the PROVIDER under clause 8.
- 9.4 the Donor(s) are aware that all MATERIALS and associated data are de-identified.
- 9.5 Disclosure to Donor(s) has been made in the event that MATERIALS will be released into the public domain.

9.6 should the RECIPIENT wish to conduct studies or use the MATERIAL for any other purpose than that approved by the TAFORI-REC, the PROVIDER must be notified in writing and TAFORI-REC approval must first be obtained.

#### **10. DISPUTE SETTLEMENT**

- 10.1 All disputes between the Parties will be determined in accordance with the provisions of this clause 10.
- 10.2 Within a period of fourteen (14) days after the date on which the dispute arose ("the Dispute Date") the Parties will meet to discuss the dispute and will endeavour to resolve the dispute amicably.
- 10.3 If the Parties are unable to resolve the dispute in terms of 10.2 within thirty (30) days from the Dispute Date the dispute will be referred to the TAFORI-REC, who will use their best endeavours to resolve the dispute. Their determination will be final and binding and will be carried into effect by the Parties.
- 10.4 If the individuals described in 10.3 are unable to resolve the dispute within a period of thirty (30) days after it has been referred to them, either Party may institute action in the jurisdiction of the Courts of the United Republic of Tanzania, unless the Parties agree to resolve such dispute by arbitration in terms of a separate arbitration Agreement.

#### **11. INTELLECTUAL PROPERTY**

Intellectual property will be dealt with through relevant laws related to the applicable protocol and underlying third party agreements in so far as there are any.

#### **12. CONFIDENTIALITY**

The RECIPIENT agrees to keep the MATERIALS secure and confidential at all times. Confidentiality includes, but is not limited to: the properties, characteristics, content, composition, potential secondary uses and methods of use of the MATERIAL. All information relating to the nature and processes of the research in whatever form, must also be treated as confidential. The identity of the Donor(s) must be protected and kept confidential at all times. Any publications, newsletters or oral presentations must not divulge any details of the Donor(s) unless consent has been obtained for such use from the Donor(s).

#### **13. PUBLICATIONS & PUBLICITY**

- 13.1 Authorship of publications emanating from the use of the MATERIALS hereunder must be in keeping with the TAFORI Research and Publication Guidelines (<u>http://www.tafori.or.tz</u>) as amended from time to time.
- 13.2 Where the RECIPIENT wishes to publish any information concerning the Project (in either oral or written form), the PROVIDER must be notified and provided with a copy of the publication at least ten (10) days prior to submission of the proposed publication. The PROVIDER must inform the RECIPIENT whether any information related to the publication must be removed or included and provide reasons to substantiate the removal or addition of such information.

- 13.3 The PROVIDER must be supplied with a final copy of the publication before publication by the RECIPIENT. The RECIPIENT must acknowledge the PROVIDER's contribution of the MATERIAL unless otherwise requested by the PROVIDER.
- 13.4 Neither Party shall use the name of the other Party or its employees in any advertisement, press release or other publicity without prior written approval of the other Party.
- 13.5 Notwithstanding the above, and where relevant, publications must be subjected to the applicable protocol and relevant third party agreements.

### **14. LIABILITY**

- 14.1 The PROVIDER gives no warranty that the MATERIALS are fit for the use and purpose for which they are transferred hereunder, or that they have any particular qualities or characteristics.
- 14.2 The PROVIDER will not be liable to the RECIPIENT for any claims or damages arising from the RECIPIENT's use of the Material.
- 14.3 Should either Party breach the terms of this Agreement, notwithstanding 7 (seven) days written notice to rectify the breach, this Agreement may be terminated by the aggrieved Party by written notice.

### **15. COSTS AND PAYMENT ARRANGEMENTS**

15.1 The MATERIALS provided in terms of this Agreement shall not be sold. A fee solely to reimburse the PROVIDER for its preparation, distribution, administrative and permit costs may be levied by the RECIPIENT. 15.2 If the RECIPIENT extract any type of DATA from the transferred MATERIALS without both consent and signing of any agreement with the PROVIDER, then the RECIPIENT will be liable to pay a fine of USD 3,000/=.

#### **16. GENERAL ISSUES**

- 16.1 This Agreement embodies the entire agreement between the Parties and no provision hereof may be altered or amended without the written mutual consent of both Parties.
- 16.2 Neither Party may assign or cede any benefit, obligation or interest it may have in this Agreement to any other person without the prior written consent of the other Party and the approval of the TAFORI-REC.
- 16.3 Neither Party is regarded as having waived, or is precluded in any way from exercising any right under or arising out of this Agreement by reason of such Party having at any time extended any extension of time for, or having shown any indulgency to, the other Party with reference to any performance of any obligation under this Agreement, or having failed to enforce, or delayed in enforcing any right of action against the other Party.
- 16.4 This Agreement constitutes the sole record of the Agreement between the Parties in regard to the subject matter hereof and replaces any prior Agreement, which may exist between the Parties. No Party will be bound by any representation, express or implied term, warranty, promise or the like not recorded in this Agreement.

- 16.5 Any amendments to this agreement are of no force and effect unless reduced to writing and signed by both Parties.
- 16.6 No extension of time or indulgence by any Party will be deemed in any way to affect, prejudice or derogate from the rights of the Party in any respect under this Agreement nor will it in any way be regarded as a waiver of any rights hereunder or a novation of this Agreement.
- 16.7 The rule that an Agreement will be interpreted against the Party that drafted it shall not apply to this Agreement.
- 16.8 In the event of any one or more of the provisions of this Agreement being held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was not a part of this Agreement, and the Agreement shall be carried out as nearly as possible in accordance with its original terms and intent.
- 16.9 The RECIPIENT receives only the rights as set out in this agreement and these rights are not exclusive to the RECIPIENT.
- 17. This MTA is null and void and of no force and effect unless and until the TAFORI-REC has approved the research of which the MTA forms a part *and* the MTA.

# Duly authorised and on behalf of the PROVIDER:

Full name:			
Designation:			
Signature:			
Signed at	on this	day of	, year
WITNESSES:			
Witness 1:		Witness 2:	
Duly authorise	d and on behalf of	the RECIPIENT	<u>1</u>
	d and on behalf of		
Full name:			
Full name: Designation:			
Full name: Designation: Signature:			
Full name: Designation: Signature: Signed at			
Full name: Designation: Signature:			

# Duly authorised and on behalf of the TAFORI - Research Ethics Committee:

Full name:			
Designation:			
Signature:			
Signed at	on this the	day of	_, year
WITNESSES:			
Witness 1:		Witness 2:	

#### Annex A

### To be completed by the PROVIDER and/or RECIPIENT

The Responsible Party who will obtain the necessary permits and authorisations and arrange appropriate transport for the Material to be transferred is:

Description of research project under which the MATERIALS will be used on transfer:

Specific experimental tests that the MATERIALS will be subjected to before transfer, on transfer and after transfer:

Parties other than the RECIPIENT to whom the MATERIALS might be transferred as required by the Project:

Quantity of MATERIALS required to be transferred:

Preferred method of transfer of MATERIALS:

Period within which MATERIALS will be transferred:

Frequency of exporting of MATERIALS:

Process of destruction of MATERIALS:

Please specify if you intend to extract any DATA from the transferred MATERIALS. If the answer is yes, name the DATA expected to be obtained:

How will confidentiality be maintained should MATERIALS be released into the public domain:

Annex B

Benefit Sharing Arrangement between the RECIPIENT and PROVIDER

# Appendix XII: Scientific Talk, Lecture or Seminar Request Form



UNITED REPUBLIC OF TANZANIA MINISTRY OF NATURAL RESOURCES AND TOURISM TANZANIA FORESTRY RESEARCH INSTITUTE



### SCIENTIFIC TALK, LECTURE OR SEMINAR

(Please type and print)

1.0FullNameapplicant
1.1 Institutional Affiliation and Address
1.2 Occupation
1.3Gender(M/F)
1.4 Date of Birth (dd/mm/yyyy)
1.5 Nationality
1.6 Mobile Number and Email:
1.7 Current Academic and Professional Qualifications
2.0 Title of the Scientific talk, lecture or seminar

.....

3.0 Requester Category (e.g.: Individual, group, firm, college, university or institution.)

4.0						
5.0 N	lumber	of expected	participa	nts	 	 

6.0 Date .....

# Appendix XIII: Specimen/ Sample Request Form



UNITED REPUBLIC OF TANZANIA MINISTRY OF NATURAL RESOURCES AND TOURISM TANZANIA FORESTRY RESEARCH INSTITUTE



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#### SPECIMEN/SAMPLE REQUEST FORM

(Please type and print)

**Important:** Proof of Identity must accompany this Request Form (e.g. official/State photographic identity document such as driver's licence, passport or National ID)

Section 1: General Information

1.1 Full Name
1.2 Institutional Affiliation and Address
1.3 Occupation
1.4 Gender (M/F)
1.5 Date of Birth (dd/mm/yyyy)
1.6 Nationality

1.7 Mobile Number and Email:
1.8 Academic and Professional Qualification
2.0 List the specimen (s) that you request
3.0 Name the type of specimen (s) that you request
4.0 State the number of specimen (s)
5.0 State the justification and purpose for requesting the listed
specimen (s)/ sample (s)
6.0 State the nature of analysis to be performed
olo State the nature of analysis to be performed

# Appendix XIV: Volunteer / Intern Agreement



UNITED REPUBLIC OF TANZANIA MINISTRY OF NATURAL RESOURCES AND TOURISM TANZANIA FORESTRY RESEARCH INSTITUTE



#### TANZANIAN VOLUNTEER/INTERNS AGREEMENT

(Please type and print)

1. This agreement is made between the Tanzania Forestry Research Institute (TAFORI), P.O. Box 1854, Morogoro.

Δnd

<u>-</u>
of
Tel
This agreement will be for a period ofeffective fromeffective from
2. Name of supervisor at TAFORI will be
3. This agreement is made upon the following conditions: -
a. Volunteering or internship period is one year which can be taken from a period of one (1) to six (6) months renewable accordingly

- b. TAFORI shall not be responsible for any payment or costs incurred by a volunteer or intern unless formally agreed upon and authorised.
- c. TAFORI shall not be responsible for any medical expenses incurred by a volunteer or intern.
- d. Volunteering or internship does not mean employment by TAFORI.
- e. A volunteer or intern shall abide and respect all TAFORI terms of service, rules, regulations and conduct.
- f. TAFORI shall not be responsible for any injury, accident, death or any related matter that may arise during your volunteering or internship period at TAFORI.
- g. A volunteer or intern shall not be allowed to handle restricted information or materials.
- h. A volunteer or intern shall not disclose any accessed information in respect of the Institute to unauthorised person.
- i. A volunteer or intern shall not continue with volunteering or internship after your agreement's end date.
- j. Failure to abide to rules of conduct at TAFORI will lead to termination of the agreement with prior notice.
- k. At the end of this agreement the volunteer or intern shall handover at once without exception or reservation all documents, notes, papers, records including electronic documents which are held by him/her bearing directly or indirectly on TAFORI business.

Accepted and signed today by	
Signature	Date
Name of Parent/Guardian/Witness	
Signature of parent/Guardian/Witne	ess
Tel	Date
Signed for TAFORI by	
Signature	Date
Human Resources and Administratio	on Office Signature
Date	

# **NI2ION**

To become a centre of excellence in research for forestry and beekeeping development in Tanzania

# MISSION

Support forest and beekeeping development through conducting, coordinating, regulating research and dissemination of findings

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