



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



STANDARD OPERATING PROCEDURES FOR CONDUCTING FORESTRY AND BEEKEEPING RESEARCH IN TANZANIA



TANZANIA FORESTRY RESEARCH INSTITUTE (TAFORI)

P. O. BOX 1854, MOROGORO, TANZANIA

TEL: 255 23 293 5174; FAX: 255 23 293 5174

Email: tafori@tafori.or.tz; research.clearance@tafori.or.tz;

Website: www.tafori.or.tz

NOVEMBER 2020

TABLE OF CONTENTS

TABLE OF CONTENTS.....	i
FOREWORD.....	iii
ACKNOWLEDGEMENTS.....	iv
ABBREVIATIONS AND ACRONYMS.....	v
1.0 INTRODUCTION.....	1
2.0 STANDARD OPERATING PROCEDURES (SOPs) FOR TAFORI-REC.....	2
SOP 01: CONSTITUTING, ADMINISTRATION AND FUNCTION OF THE TAFORI- REC.....	2
SOP 02: MEETINGS OF RESEARCH ETHICS COMMITTEE.....	6
SOP 03: CONFIDENTIALITY OF PROCEEDINGS.....	8
SOP 04: CONFLICT OF INTEREST AGREEMENT.....	8
SOP 05: SUBMISSION OF RESEARCH PROPOSALS AND REVIEW PROCEDURE.....	9
SOP 06: CRITERIA FOR REVIEWING RESEARCH PROPOSALS.....	11
SOP 07: APPLICATION FOR AMENDMENTS/ REVISION OF RESEARCH PROPOSAL.....	12
SOP 08: RESEARCH PROJECT TEAM.....	14
SOP 09: RESEARCH AND OVERHEAD FEES.....	16
SOP 10: REPORTS, DISSERTATIONS, THESES AND CLEARANCE OF PUBLICATIONS.....	16
SOP 11: EXTENSION/RENEW OF RESEARCH PROJECT.....	17
SOP 12: CANCELLATION, REVOCATION AND SUSPENSION OF PERMIT.....	17
SOP 13: RESEARCH DATA AND INFORMATION MANAGEMENT.....	18
SOP 14: INTELLECTUAL PROPERTY RIGHTS.....	19
SOP 15: ANALYSIS OF FOREST SPECIMEN AND EXPORT.....	19
SOP 16: CAPACITY BUILDING AND MENTORSHIP.....	19
SOP 17: COMPLIANCE WITH NATIONAL LEGAL FRAMEWORKS, HUMAN AND ANIMAL SUBJECTS.....	20
SOP 18: COMMUNICATION AND MAINTENANCE OF RECORDS.....	20
SOP 19: MONITORING AND EVALUATION OF RESEARCH PROJECTS.....	21
SOP 20: MISCONDUCT ALLEGATION HANDLING.....	22
SOP 21: INSUARANCE.....	24

SOP 22: EQUIPMENT AND MATERIAL PURCHASED FROM COLLABORATOR PROJECT	24
SOP 23: RESEARCH PROPOSAL PROJECT APPEALS.....	24
SOP 24: EXPEDITED REVIEWS.....	25
SOP 25: DECISION MAKING AND COMMUNICATION DECISION.....	26
SOP 26: SAFETY/SERIOUS ADVERSE EVENTS (SAEs) REPORTING	27
SOP 27: DISTRIBUTION AND REVISION OF SOP for TAFORI-REC	27
SOP 28: GENERAL PENALTIES	28
APPENDICES	29
APPENDIX 1: CONFIDENTIALITY DECLARATION FORM	29
APPENDIX 2: CONFLICT OF INTEREST FORMS	30
APPENDIX 3: APPLICATION FOR CONDUCTING RESEARCH PROJECT	31
APPENDIX 4: RESEARCH APPLICANT DECLARATION COMPLIANCE FORM	33
APPENDIX 5: FEES AND OTHER CHARGES	34
APPENDIX 6: CURRICULUM VITAE TEMPLATE	35
APPENDIX 7: RESEARCH CLEARANCE CERTIFICATE.....	37
APPENDIX 8: APPLICATION FORM FOR REGISTRATION OF FORESTRY RESEARCHER.....	38
APPENDIX 9: ASSESSMENT FORM.....	40
APPENDIX 10: APPLICATION FOR AMENDMENT	42
APPENDIX 11: APPLICATION FOR EXTENSION/RENEWAL OF RESEARCH CLEARANCE	44
APPENDIX 12: DATA TRANSFER AGREEMENT.....	45
APPENDIX 13: DATA ACCESS REQUEST FORM.....	57
APPENDIX 14: MATERIAL TRANSFER AGREEMENT	59
REFERENCES.....	71

FOREWORD

Forests and woodlands are major land use/cover in Tanzania. They occupy about 48 million ha of the Tanzania's land which corresponds to 55% of the country's total land area. These forests and woodlands are of socio-economic and ecological benefits to people and the nation at large. Despite their importance, these forests and woodlands are currently facing deforestation and degradation due to conversion of forests into agricultural land, fuel wood extraction, wildfires, illicit logging, settlements and infrastructure development, and mining activities. The major drivers of deforestation include rapid population growth associated with poverty, insecure land tenure systems and weak enforcement of forestry regulations and land use plans.

Due to this situation, sustainable forest planning, management and conservation are national priorities to ensuring that forests and woodlands provide long-term social, economic and ecological benefits. Sustainable forest planning, management and conservation can be best achieved in part through forestry research that will provide relevant and quality research results. One essential way to provide relevant and quality research results is through good management of the conduct of forestry research.

It is within this context that the Tanzania Forestry Research Institute (TAFORI) Standard Operating Procedures (SOPs) for Forestry Research have been developed to guide the establishment and operations of Tanzania Forestry Research Institute Research Ethical Committee (TAFORI-REC) and conduct of forestry research. The SOPs are the detailed written instructions to achieve uniformity and maintain standards in the performance of a specific function. The existence of TAFORI-REC is in accordance to Tanzania Forestry Research Institute Act No. 5 of 1980 and its Conduct of Forestry Research Regulations of 2020. TAFORI-REC has the role of reviewing forestry research proposals among others to ensure the scientific, conservation and ethical standards of the conduct of forestry research in Tanzania. It is the role of TAFORI Management to ensure that the SOPs are adopted by the TAFORI-REC and widely distributed to various stakeholders engaged in conducting or facilitating forestry research to create awareness of the same. Further, it is the responsibility for all stakeholders engaging in conducting or facilitating forestry research to observe the SOPs in the quest to conduct forestry research and promote the same within their professional and research networks.

The Institute believes implementation of this document on TAFORI SOPs for conducting forestry research in Tanzania will enhance management of forestry research and ensure relevance and quality of forestry research results and in turn achieve sustainable management and development of forest in the country.



.....
Dr. Felician Kilahama
Chairman, TAFORI Board of Directors

ACKNOWLEDGEMENTS

Standard Operation Procedures (SOPs) for Tanzania Forestry Research Institute – Research Ethical Committees (TAFORI-REC) is a guiding document developed by Tanzania Forestry Research Institute (TAFORI) through a consultative process. TAFORI Management is extremely indebted to the Tanzania Commission for Science and Technology (COSTECH) for initiating, coordinating and funding the process. We wish to thank TAFORI Taskforce team especially Dr. Amani J. Uisso, Mr. Dickson Xavery, Mr. Shafii Boma and Mr. Geoffrey Njovangwa for their expertise and commitment and eventual preparation of the draft document based on the inputs from various documents and COSTECH team including Dr. Paul O. Ochanga, Dr. Hulda Gideon, Ms. Hilda Lyatuu, Ms. Bestina Daniel, Ms. Neema Tindamanyire. Sincere thanks to Dr. Mwanaidi Kafuye from National Institute of Medical Research (NIMR) and Dr. Julius D. Keyyu from Tanzania Wildlife Research Institute (TAWIRI) for their technical and advisory contribution in the early beginning preparation of the document. Lastly but not least, special thanks to TAFORI members for their constructive comments which were helpful in improving the draft document.



.....
Dr. Revocatus P. Mushumbusi

Director General - TAFORI

ABBREVIATIONS AND ACRONYMS

AOB	Any Other Business
COSTECH	Tanzania Commission for Science and Technology
DTA	Data Transfer Agreement
MNRT	Ministry of Natural Resources and Tourism
MTA	Material Transfer Agreement
NGO	Non-Governmental Organization
NIMR	National Institute for Medical Research
NSGRP	National Strategy for Growth and Reduction of Poverty
PI	Principal Investigator
REC	Research Ethics Committee
RPDC	Research, Publication and Dissemination Committee
SAEs	Serious Adverse Events
SDGs	Sustainable Development Goals
SOPs	Standard Operating Procedures
TAFORI	Tanzania Forestry Research Institute
TALIRI	Tanzania Livestock Research Institute
TAWIRI	Tanzania Wildlife Research Institute
TFS	Tanzania Forest Services Agency

1.0 INTRODUCTION

Tanzania Forestry Research Institute (TAFORI) is a public institution established by the Act No. 5 of 1980. It is under the Ministry of Natural Resources and Tourism (MNRT) and mandated to conduct, coordinate and regulate forestry research in Tanzania. The institute is the principle advisory organ to the Government on all matters related to forestry research. Forestry research in this context refers to “any systematic study conducted in order to develop, verify and disseminate appropriate technologies for the benefit of stakeholders in forestry industry”.

Tanzania’s forests and woodlands are important for socio-economic and industrial development as well as maintaining ecological systems. These are key pillars to the country’s commitment to the Sustainable Development Goals (SDGs) for 2030 as well as Tanzania Development Vision 2025, Second National Five Year Development Plan for 2016/2017-2020/2021 and National Strategy for Growth and Reduction of Poverty (NSGRP). Sustainable forest planning, management and conservation are key input to achieving socio-economic and industrial development, and maintenance of ecological systems that can best be realized if proper backstopping is provided by forestry research. Forestry researches provide sound knowledge and technologies for the sustainable planning, management and conservation of forest resources to enhance the development of an industry-based economy. Further, it is a base for informed decisions on socio-economic and policy issues. This situation implies that quality research results are necessary to make more use of the research results to the sustainable planning, management and conservation of forests.

However, quality research results cannot be achieved without effective, efficient, and uniform standards in conducting and performing research. A well-established Research Ethics Committee and its Standard Operating Procedures (SOPs) among others is one structure that helps to ensure quality of research results. In this context, the SOPs, refers to detailed written instructions to achieve uniformity and maintaining of standards in the performance of a specific function. Quality research results/ outputs require good SOPs among others for best decision-making process. Thus, SOPs for Tanzania Forestry Research Institute - Research Ethics Committee (TAFORI-REC) has been prepared to enhance efficiency, quality output and uniformity in conducting and performing forestry research in Tanzania.

TAFORI-REC is 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. The sub-committee is mandated to review, monitor and evaluate all forestry research conducted in Tanzania to ensure scientific, conservation and ethical merits thereof. TAFORI-REC helps to provide detailed information to implement the Conduct of Forestry Research Regulations of 2020. The purpose of the TAFORI-REC is to safeguard the dignity, rights, safety and well-being of all actual or potential research participants and ensure that scientific and conservation merits and research ethics are adhered for credible research results.

This document provides terms of reference to contribute towards effective functioning of TAFORI–REC so that a competent and consistent scientific and ethical review mechanism, in an objective manner, is put in place of all research proposals dealt by the Committee. Thus, TAFORI–REC is obliged to operate according to these written SOPs.

The major functions of TAFORI-REC are:

- i. Receiving proposals from the Institute;
- ii. Reviewing the proposals of their scientific, conservation and ethical merits;
- iii. Propose the revision of SOPs to TAFORI Management;
- iv. Discussing the review comments and forward recommendations to the TAFORI Board for final scrutiny and approval; and
- v. Forwarding the proposals to other committees for expert opinion where necessary and forward recommendations to the TAFORI Board for final scrutiny and approval.

2.0 STANDARD OPERATING PROCEDURES (SOPs) FOR TAFORI–REC

This part provides the SOPs for TAFORI–REC to give guidance in its conduct.

SOP 01: CONSTITUTING, ADMINISTRATION AND FUNCTION OF THE TAFORI–REC

The purpose of this SOP is to describe constituting, appointment, condition of appointment of TAFORI-REC members, administration, office bearers and their functions in the TAFORI-REC. It also describes the functions of the Chairperson, Secretary and Secretariat.

TAFORI Board will be responsible for appointing members of TAFORI–REC as per Forestry Research Regulation of 2020. TAFORI Management may assist the Board in proposing the members. The following details composition and appointment, resignation and tenure of the TAFORI-REC members.

A: Composition of TAFORI-REC

The Committee should comprise of 7 - 9 members composed of multi-disciplinary and multi-sectorial made up of both scientists and non-scientists with an appropriate balance of age and gender.

The Committee should be composed of:

- Chairperson;
- Secretary; and
- Other members.

The Chairperson of the Committee should be a member of other institution than TAFORI and shall be appointed by the Committee members taking into consideration the following criteria;

- Reputable expertise with experience of at least 15 years in forestry research; and
- High profile social standing

The Secretary should be always an employee of TAFORI and shall be appointed by the Board among Senior Research Officers of the Institute. The head of the institute should not be a member of the Committee. Three members of the Committee should be from TAFORI and others are proposed one person each from:

- Tanzania Forest Services (TFS) Agency;
- Higher learning institution (Forestry-Based Institution);
- Ministry of Natural Resources and Tourism (MNRT);
- Tanzania Commission for Science and Technology (COSTECH);
- A community member (non-scientist); and
- Non-Governmental Organization (NGO) (Forestry Based Organization).

B: Appointment of TAFORI – REC

Members selected for TAFORI-REC should be individually and collectively interested, have the necessary qualifications and experience to review and evaluate the science, conservation and ethical merits of research proposals presented to it for assessment. Members should be committed and willing to volunteer their time and effort for the TAFORI-REC's tasks and responsibilities. Members are appointed for a period of three years and may be reappointed to a maximum period of two terms. TAFORI-REC should have the freedom to work independently and decide on the merits of proposals without interference within the institutional framework.

Members have their right to resign and may resign from their membership by submitting a letter of resignation to the Chairperson of the TAFORI-REC, in which case the TAFORI Board shall be informed for a replacement. TAFORI-REC Secretary shall inform TAFORI Management of the change and then TAFORI Management shall update TAFORI Board on the change.

TAFORI Board should disqualify members from his/her membership by written notification with reason for such an act to the TAFORI-REC.

Re - appointment/renewal of membership should be done by TAFORI Board based on previous good conduct of the member on the Committee.

The TAFORI Management shall request from the head of stakeholders' institution for a replacement of any member on the Committee under the following circumstances:

- i. Protracted illness of a member which does not permit him/her to participate in the deliberations of the Committee;
- ii. Persistent absenteeism of a member in three consecutive meetings without reasonable cause;
- iii. Voluntary withdrawal by a member;
- iv. Member dies;

- v. Member ceases to be a member of institution which he represents;
- vi. Member is convicted of an offence and sentenced to imprisonment for a term of or more than six months; and
- vii. Unethical conduct, such as continued breach of confidentiality of Committee proceedings and matters.

C: Conditions of Appointment

- i. Willingness to publicize their identity, name, profession and affiliation to the Committee;
- ii. Willingness to sign a confidentiality agreement at the start of the term and abide by the confidentiality agreement regarding meeting deliberations, applications, proposal submissions, information on research participants and related matters which they have had the privilege to have as a result of being members of the Committee. The confidentiality protects the privacy and confidentiality of all parties whose information may be disclosed to the Committee in the course of its work;
- iii. Willingness to disclose any conflict of interest be it financial, professional, or otherwise in a project or proposal under consideration;
- iv. Any member who has any vested interest in a proposal submitted to the Committee for review may provide the TAFORI-REC with information about the proposal, but shall not participate in the deliberations on the proposal;
- v. The TAFORI-REC members must be completely confidential (confidentiality form in **Appendix 1**); and
- vi. Any breaches of confidentiality by members will result in termination of their membership.

D: TAFORI-REC Office

There should be TAFORI–REC office for administrative purposes and where contacts can be made and for easy access of information and clarification of review and ethical issues. The following describe about the Secretariat, functions of the Secretariat, Chairperson, Secretary and Dissolution of the Committees.

Secretariat and Officers

- i. The members of the Committee shall comprise of the Chairperson and Secretary;
- ii. The Chairperson is elected from among appointed members of the Committee. The Chairperson of the Committee should be a member of other institution than TAFORI and the Secretary shall always be an employee of TAFORI;
- iii. The Chairperson shall be respected person in the community, who has the qualifications of Forestry, Natural Resources or related Biological Sciences. The Committee shall have a permanent Secretariat at TAFORI managed by the Committee, Secretary and Administrative supporting staff who are also employees of TAFORI; and

- iv. TAFORI shall provide the necessary office space for the operations of the Committee. TAFORI shall also provide the necessary funding for the operations of the Committee.

Functions of the Secretariat

- i. Organizing an effective tracking method for each proposal received;
- ii. Prepare, maintain, and allocate proposals and meeting materials for review;
- iii. Organize Committee meetings according to the meeting Almanac;
- iv. Assist the TAFORI-REC Secretary in preparation and maintenance of meeting agenda and minutes;
- v. Preserve the Committee's documentation and archive;
- vi. Liaison with the Committee members and applicants;
- vii. Arrange for training sessions for both personnel and Committee members;
- viii. Consolidate the preparation, review, revision and distribution of SOPs and guidelines;
- ix. Provide updates on relevant and current issues related to ethics in forestry research;
- x. Perform a pre-review of each submission of the Committee to ensure adherence to administrative submission requirements;
- xi. Design and disseminate templates for Committee submission documents, including research proposals, informed consent materials, agreements and periodic and final reports;
- xii. Accept, verify, duplicate and distribute all submitted items to the appropriate members for Committee review;
- xiii. Create and distribute meeting agendas, and arrange meeting logistics;
- xiv. Advise submitting investigators on preparing and submitting proposals for review according to relevant SOPs; and
- xv. Advise the TAFORI-REC on nomination of reviewers.

Functions of the TAFORI-REC Chairperson

- i. To chair Committee meetings in accordance with all regulations;
- ii. With the assistance from the Secretariat, to identify expedited review proposals and facilitate the review of research that meets the expedited review criteria; and
- iii. To approve and sign minutes of the Committee meetings.

Function of the Secretary

- i. The Secretary shall be in charge of the day to day running on the Secretariat;
- ii. Undertake all administrative procedures in providing training and educational programs to new and continuing Committee members, and the scientific community in Tanzania on issue related to forestry research ethics. The training shall include programs about the current literature and regulations and guidelines affecting the Committee and TAFORI;
- iii. Assist the institution to recruit new Committee members;

- iv. Prepare and submit annual Committee operational budget and plan to TAFORI Management in consultation with the Chair;
- v. When appropriate, update the TAFORI-REC about revisions to applicable regulations and guidelines;
- vi. Evaluate final reports and outcomes of TAFORI-REC approved research;
- vii. Be available for and attend any outside investigations or audits of the Committee.
- viii. Comply with requests during an investigation or audit;
- ix. Determine submissions that could be exempted from full review, and notify the Committee and the respective investigator of such exemptions;
- x. Review and accept revisions that were made as per the Committee recommendation pending proposal approval;
- xi. Preparation of the Annual Almanac and compilation of the quarterly and annual reports; and
- xii. Conduct site monitoring visits.

Functions of TAFORI–REC members

- i. Review, discuss and consider research proposals submitted for evaluation;
- ii. Review progress reports and monitor on-going studies as appropriate;
- iii. Review reports on Serious Adverse Events (SAEs) and recommend appropriate actions;
- iv. Support the Secretariat in the discharge of their duties when called upon;
- v. Maintain professional confidentiality of documents and deliberations of the Committee meetings;
- vi. Participate in regular training activities in forestry research;
- vii. Undertake duties assigned to them by the Chairperson;
- viii. Attend meetings regularly and participate actively during deliberations;
- ix. Participate in the review of TAFORI–REC SOPs; and
- x. Conduct site monitoring visits.

Dissolving the Committee

- i. At any point in time, should TAFORI cease to exist, the Committee is automatically dissolved; and
- ii. The TAFORI Board, following written notification to each member, may also dissolve the Committee at any time.

SOP 02: MEETINGS OF RESEARCH ETHICS COMMITTEE

This SOP provides detailed instructions for the procedure to be followed in conducting meetings of the TAFORI-REC.

Quorum requirements and meeting attendance and records

The minimum number of members required to form a quorum need to be observed. Per each sitting a quorum of at least two third of the Committee members should be present. For each

sitting at least one member should be from the Secretariat, one member should be from non-scientific category and at least one more member who is not employed by TAFORI is required for the TAFORI-REC to conduct meetings.

The Secretariat will keep a record of attendance, indicating which members were presented for the discussion of each proposal application review.

The Chairperson shall lead the meeting. In the absence of the Chairperson, there shall be a vote to appoint a temporary chairperson for the quorum. The Committee will normally meet quarterly prior to TAFORI Board meeting. However, the Committee may convene an extraordinary meeting whenever necessary.

The Secretary shall notify all Committee members of an upcoming meeting at least two weeks in advance.

- i. The notification shall include a meeting agenda, which shall outline all proposal and related research submissions for consideration in the meeting, and shall include all related materials, including copies of proposals, informed consent materials, continuing and final reviews; and
- ii. The Secretariat shall notify all Committee members of any changes in meeting time, date or agenda as soon as possible.

Meeting Procedure

- i. The meeting should be conducted according to the Almanac;
- ii. The Chairperson or a delegated member of the Committee shall call the meeting to order only when a quorum of members is realised. If a quorum is not realised, the meeting shall be rescheduled;
- iii. The Chairperson shall follow the agenda for the progress of the meeting. He/ She may also choose to deviate from the agenda based on personal judgment. The meeting shall most likely follow the following order:
 - Adoption of provisional agenda;
 - Confirmation of minutes of the previous meeting;
 - Discussion on research proposals;
 - Review and acceptance of SAEs, periodic and annual reports, and final reports; and
 - Any Other Business (AOB).
- iv. If the meeting is to review a proposal which has specific issues, the Principal Investigator (PI) of that proposal may be invited at his own costs when deliberating on the proposal to answer questions that shall be raised by the Committee but must leave when decisions are been made on the proposal; and

Whenever possible the decisions of the Committee shall be made by consensus. If a consensus is not achievable, a formal vote should be considered. All members have the right to vote including the Chairperson and the decision is by simple majority.

Meeting Minutes

- i. During Committee meetings, all deliberations shall be recorded in writing;
- ii. The minutes shall include a list of attendees, actions taken by the Committee, the decision, the basis for requiring changes in or disapproving research, and a written summary of the discussion of controversial or controverted issues and their resolution;
- iii. The Secretary shall produce a hard copy of the minutes, sign and issue with a copy of the next meeting's agenda to all Committee members at least a week before the date of the subsequent meeting;
- iv. All Committee members shall confirm the minutes for accuracy and completeness of the previous meeting;
- v. The Chairperson shall confirm the accuracy and completeness by signing the minutes; and
- vi. The Secretariat shall archive the official minutes with the meeting's agenda and all relevant attachments.

SOP 03: CONFIDENTIALITY OF PROCEEDINGS

The purpose of this SOP is to provide procedures for confidentiality of proceedings.

- i. The TAFORI-REC meetings must be completely confidential; Committee members should not disclose any information discussed in the meeting;
- ii. Any breaches of confidentiality by members will result in termination of their membership; and
- iii. Member must sign a confidentiality form (**Appendix 1**) upon appointment.

SOP 04: CONFLICT OF INTEREST AGREEMENT

The purpose of this SOP is to provide procedure for declaring conflict of interest and a form of Conflict of Interest Agreement. Conflict of interest is hereby defined as a situation in which a person's individual interests or responsibilities have the potential to influence the carrying out of his or her institutional role or professional obligations, or where an institution's interests or responsibilities have the potential to influence the carrying out of its obligations. The following are the procedures to pursue conflict of interest:

- i. All members of the TAFORI-REC in each meeting shall fill and signing the specified conflict of interest form prescribed in **Appendix 2**.
- ii. Any member of TAFORI-REC who has direct or indirect conflict of interest in a matter being considered or about to be considered by the Committee shall as soon as possible after the relevant facts have come to his knowledge, disclose such conflict of interest in to the Committee by filling and signing the specified conflict of interest form as prescribed in **Appendix 2**.
- iii. Where a disclosure has been made, the member (s) disclosing the interest shall not be present or participate in the deliberations of the Committee regarding that matter.

SOP 05: SUBMISSION OF RESEARCH PROPOSALS AND REVIEW PROCEDURE

In this SOP, submission of research proposals and review procedures are described in detail.

- (1) An application for ethical review of a research project should be made by the PI for that study and not a sponsor(s) on his behalf. The PI shall submit to the Institute a research proposal accompanied with the following:
 - i) A duly completed application form prescribed in **Appendix 3**;
 - ii) A completed and signed declaration of compliance as prescribed in **Appendix 4**;
 - iii) Proof of payment of application fee as prescribed in **Appendix 5**;
 - iv) Covering letter from the Head of affiliated institution where applicable;
 - v) Electronic copy of a full research proposal with relevant appendices such as enrolment, data collection tools, budget and justification;
 - vi) Wherever applicable, the Institutional Review Board approval from originating/affiliating institutions;
 - vii) Updated Curriculum Vitae - CV (maximum of two pages as described in **Appendix 6**); and
 - viii) Recent electronic passport size photograph.
- (2) A foreign researcher shall, in addition to the above requirements submit the name and letter of a local collaborator, if any;
- (3) Upon receipt of the application, the Secretariat shall check either the application meets the stated criteria and qualifies for expedited review, an application that fail to meet the criteria will be returned to the Applicant;
- (4) A letter/e-mail acknowledging receipt of the application will be sent to the Researcher by the Institute within 5 working days from the date of receipt. Following receipt of a valid application, the Secretariat will enter the application on the Institute database, on the day of receipt wherever possible. A unique identifying number will be generated by the database;
- (5) The Secretariat will identify two Primary reviewers or Expert reviewers who will be the lead reviewers in the TAFORI-REC Committee discussions to review the proposal and comments for the first instance prior to full review by the TAFORI-REC. The reviewer should not disclose the information in the proposal that She/He is reviewing, including all matters pertaining to the grading, comments and feedback from the reviewed proposal to any person/institution other than the Secretariat or TAFORI-REC;
- (6) The proposal to send to the reviewer and PI should be “double blind” that the reviewers don’t know the identity of author (s) of the proposal and vice versa;
- (7) The comments should be forwarded to PI after seven days from the date of acceptance;
- (8) The PI should respond to comments within ten days from the date of receiving the comments;
- (9) Secretariat should remind the Applicant to respond on the comments after expiration of ten days by a letter/e-mail;

- (10) Ten days after the reminder the Secretariat should notify the PI on the intention to remove proposal from the database;
- (11) The PI may re-apply for Ethical Clearance after removed of the proposal by the Secretariat;
- (12) The proposals and recommendations from Secretariat shall be forwarded to the TAFORI-REC for the scrutinized to ascertain whether the conservation and scientific merits are in line with the Tanzania Forestry Research Agenda;
- (13) The recommendations from TAFORI-REC shall be forwarded to the Board for approval.
- (14) Upon approval by the Board, the research project shall be registered;
- (15) The Institute shall, after registration of research project, issue a Research Clearance Certificate to the researcher as in **Appendix 7**;
- (16) The Research Clearance Certificate shall be forwarded to COSTECH for endorsement and issuance of Research Permit;
- (17) Upon obtaining the Research Permit, the PI shall submit a copy of the permit to the Institute, and the Institute shall issue an Introductory Letter to the respective management authority to allow the researcher to conduct research in the respective study area;
- (18) A foreign researcher shall, before being issued with an introductory letter, obtain a Residence Permit from Tanzania Immigration office (www.immigration.go.tz) ;
- (19) Upon receipt of an introductory letter, the respective management authority may issue entry permit to the researcher and a copy shall be forwarded to the Institute;
- (20) The researcher shall conduct research project in respect of a registered project within one year from the date of approval of the application;
- (21) A researcher fails to conduct research within the specified time, the approval shall automatically expire and the researcher shall resubmit the application;
- (22) A researcher who is affiliated to a higher learning institution shall lodge his application in person with the Institute or through the host higher learning institution, which shall forward the same to the Institute and COSTECH;
- (23) Where there are two or more researchers in the same research project, the principal researcher shall, during the submission of application documents, include the personal particulars and CV(s) of co-applicants (CVs maximum of two pages).
- (24) 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 the respective Regional Administrative Secretary for further steps;
- (25) A person shall not carry out forestry research unless that person is registered by the Institute as a forestry researcher; and
 - a) An application for registration shall be in the form prescribed in **Appendix 8**;
 - b) An applicant for registration as a researcher shall pay fees as prescribed in **Appendix 5**; and
 - c) An application for registration shall be accompanied with:
 - Proof of payment of application fee;
 - Updated Curriculum Vitae;

- Recent electronic passport size photograph;
 - Letter of affiliation, where applicable; and
 - Certified academic certificate.
- (26) All submissions should be done in hardcopy to Director General, Tanzania Forestry Research Institute, P. O. Box 1854, Morogoro, Tanzania and electronically to research.clearance@tafori.or.tz.

SOP 06: CRITERIA FOR REVIEWING RESEARCH PROPOSALS

This SOP describes how the TAFORI-REC reviews and assesses the proposal documents submitted for approval.

The Research Proposal Guideline is designed to structure the proposal review process and to facilitate reporting recommendation and comments.

The Proposal in the application form in **Appendix 3** shall be summarized to include general information about the proposal such as title of the proposal, proposal number and date, principal investigators and co-investigators, funding agency and project status whether new/revised/rejected version. Other information to be included in the summary shall be type of review whether regular, expedited or emergency, principal reviewer(s) from the Committee, brief summary of the study and comment by the Principal reviewer(s).

- i. Examines the relationship between study objectives, relevance of proposed methodologies, study sample/participants and expected outcomes/results;
- ii. Justification for chosen research sites and participants, characteristics or participants, selection criteria, requirements for representativeness, criteria for inclusion and exclusion of sites and participants. Selection of participants should be carried out so that stigmatized and vulnerable groups such as those who are socially disadvantaged or those who have limited autonomy are not targeted for risky research and the rich and socially powerful are not favoured for potential research benefits;
- iii. Justification for assigning control and intervention arms (for trials);
- iv. Justifiable use of specific method and tools for data acquisition, processing and progress monitoring (a plausible data analysis plan is provided);
- v. Citation to relevant scientific literature (if any) on the subject of the proposed research to justify the proposal;
- vi. Justification of predictable risks and inconveniences to study participants/subjects weighed against anticipated benefits to individuals, groups or communities;
- vii. Ethical consideration on information to be provided to research participants/and or relevant authorities responsible for research site, tools for acquiring consent, protecting participants' anonymity/confidentiality, conditions for participants' withdrawal or termination of part or entire project as managing emergencies. It includes care, protection and continuous support to participants. Issues of care, protection and continuous support to participants during the course of research and minimizing negative effects arising from project withdrawal shall also be covered;

- viii. Project monitoring, for lessons, risks, modification, or termination decisions by research project team or expert boards/authorities;
- ix. There should be a plan whereby results of the research would be disseminated. This includes dissemination plans to scientific, non-scientist audiences including policy makers and communities; and
- x. The researchers possess the necessary qualifications, experience and access to facilities to carry out the proposed research project.

Finally, the relevant points made during discussion and deliberation about a specific proposal shall be recorded on the form. The decision reached by the committee and the reasons for its decision shall be recorded on the Assessment Form in **Appendix 9**.

SOP 07: APPLICATION FOR AMENDMENTS/ REVISION OF RESEARCH PROPOSAL

The purpose of this SOP is to provide procedures on how proposal amendments are managed and reviewed by the TAFORI-REC. This SOP applies to previously approved research project proposals but later being amended and submitted for approval from TAFORI-REC. Amendments made to proposals may not be implemented until reviewed and approved by the Committee. It is the responsibility of the Committee Secretariat to manage proposal amendments. Investigators may amend the contents of proposals from time to time. Proposal amendments must be submitted to the Committee for either expedited review or review by the convened TAFORI-REC

Types of Amendment

There are three types of amendment:

- i. Minor:** of relatively little importance and therefore not considered as substantial;
- ii. Substantial:** the following changes should normally be regarded as substantial:
 - Changes to the design or methodology of the study, or to background information affecting its scientific value;
 - Changes to the procedures undertaken by participants;
 - Any change relating to the safety or physical or mental integrity of participants, or to the risk/benefit assessment for the study;
 - Changes to study documentation such as participant information sheets, consent forms, questionnaires, letters of invitation;
 - Change in the use of samples or specimens;
 - A change of sponsor(s) or sponsor's legal representative;
 - Appointment of a new PI or key collaborator;
 - A change to the responsibility and liability insurance coverage for the study;
 - Appointment of a new PI at a research site;
 - A significant change to the definition of a research site;
 - A change to the definition of the end of the study; and

- Any other significant change to the protocol or the terms of the original application.

iii. Major:

Whatever procedural changes alter the risk which participants are exposed to, or the potential benefit, constitutes a major amendment.

- A change in the primary purpose or objective of the research, such as introduction of additional genetic studies;
- A substantial change in research methodology;
- Introduction of new classes of investigations or other interventions; and
- Recruitment of a new type of participant.

Instructions:

- i. The PI shall prepare the amendment package and submit to the Secretariat;
- ii. Upon receipt of the amendment package, the Secretariat shall follow the receiving procedures in Submission of Research Proposal;
- iii. A request for amendment of a previously approved proposal shall describe the requested amendment, provide the rationale for the amendment, and describe the impact, if any, of the amendment on the proposal's risk: benefit profile as shown in application for amendment form (**Appendix 10**);
- iv. The Secretariat shall check the amendment submission for completeness, including an amended version of the proposal and related documents.

Changes or modifications in the amended version shall be underlined or highlighted.

- v. The Secretariat shall then:
 - Inform the Chairperson of the committee verbally and in writing;
 - Keep "Sent" and "Received" mails related to the notification of the Chairperson in the proposal file under the correspondence section; and
 - Send the request for amendment memorandum together with the proposal and related documents to the Chairperson with the commendation of expedited or full review.
- vi. After review of the materials, the Chairperson shall determine whether the proposal requires expedited or full review;
- vii. If the Chairperson decides the proposal requires full Committee approval, the Secretariat shall:
 - Place the proposal amendment request on the agenda for the next convened meeting, and;
 - Distribute to each Committee member the amendment's revision documents to clearly identify each change and requested changes to the consent form, if applicable.
- viii. If the Committee does not approve the proposal amendment, the notification to the investigator shall also state the reason for not approving the amendment;

- ix. If the TAFORI-REC requires modifications to any of the documents, specific changes required shall also be communicated to the investigator instructing PI to make the necessary changes and resubmit the documents to the Secretariat.

SOP 08: RESEARCH PROJECT TEAM

This SOP describes the research team that may be included in the forestry research project.

i. Principal investigator (PI)

Principal Investigator (PI) in this context shall be any Tanzanian or foreign researcher with knowledge in forestry, natural resources or related field with Master's degree or above who intends to conduct forestry research and lead the team or collaborators to develop a proposal in a pre-identified priority area. The PI shall be responsible for the application of ethical clearance and research permit to the responsible authorities.

ii. Research associates

A research associate shall be a person with knowledge in forestry research holding a Master degree or above who works for and is paid by another research Institute or organisation within or outside the United Republic.

The roles of research associate include:

- i) Monitor progress of research projects for which funds are secured;
- ii) Perform studies including essay and tests;
- iii) Perform highly specialised and advanced experiments;
- iv) Collect, prepare, analyse and evaluate specimens; and
- v) Secure funds for projects approved by the Board.

A research associate shall abide to section 10 of conduct for forestry research regulations published on GN No.684 of 28/8/2020.

iii. Research assistants

A research assistant shall be a person who holds at least a Bachelor degree in forestry, zoology, botany, biology, social sciences or related natural sciences from a recognized university.

The roles of research assistant include:

- i) Assist to prepare progress reports for the PI and funding agency
- ii) Assist to provide ready access to all experimental data for the faculty researcher and/or supervisor
- iii) Assist to request or acquire equipment or supplies necessary for the project
- iv) Assist to Collect and analyse data under supervision

A research assistant shall abide to section 11 of conduct for forestry research regulations published on GN No.684 of 28/8/2020.

iv. Field assistants, attendants and housekeepers

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

An application of a permit for field assistant or attendant shall be submitted by the principal researcher in writing to the Institute including qualifications and other details of the field assistant or attendant.

The Institute shall write an introductory letter for a field assistant or attendant to the respective management authority for issuance of entry permit and work in the study area.

Where a principal researcher requires engagement of a housekeeper, he shall engage Tanzanian with at least standard seven education level.

The Institute shall write an introductory letter for a housekeeper to the relevant management authority to facilitate issuance of free entry permit after receiving a written application from a principal researcher.

v. Research volunteers and interns

A researcher may use a Tanzanian volunteer and intern in their 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

An application for a volunteer and intern shall be made by submitting the volunteer/inter request form.

vi. Local collaborator

- i) A foreign researcher may conduct a research project in collaboration with a Tanzania researcher with relevant knowledge on thematic area of the proposed research;
- ii) A Tanzania researcher shall write a supporting letter accompanied with the application documents for clearance;
- iii) The budget of the project will include expenses for the Tanzania researcher for visiting and participating in the project activities in the project study area at least once a year;
- iv) A renewal of a project will be based on evidence that the Tanzania researcher participated in the project and the contact has been maintained;
- v) The Institute or other research institution in consultation with COSTECH, can assign a Tanzania researcher to a foreign research project where a foreign researcher fails to appoint a Tanzanian researcher;

- vi) Both foreign and Tanzanian researcher in collaboration will produce and submit semi and annual project reports to the Institute and respective management authorities during the project period; and
- vii) Semi-annual and annual reports submitted must be signed by both foreign and Tanzanian researcher.

SOP 09: RESEARCH AND OVERHEAD FEES

This SOP describes various fees that are required to be paid in order to acquire services from the Institute

- i. A person who intends to carry out forestry research in Tanzania shall pay application fee (**Appendix 5**)
- ii. An application for extension of time to conduct research shall be subjected to payment of fee for extension (**Appendix 5**)
- iii. A researcher may, in writing, request the Institute to provide him with specimens or samples from the bank shall be required to pay prescribed fees for export of specimens (**Appendix 5**)
- iv. A person who wants to access data shall be charged data access fee (**Appendix 5**)
- v. A scientific talk, lecture or seminar offered by the researcher from the institute should be charged a fee (**Appendix 5**)
- vi. A researcher who carries on a collaborative project with the Institute shall pay to the Institute 10% of the total project budget as **overhead charges**;
- vii. The institute shall dispense the obtained 10% of funds as follows;
 - a) 3% to the hosting centre from the institute; and
 - b) 7% shall remain to the institute for research facilitations.
- viii. In case of a consortium where various institutions are involved in the collaborative research project, 10% of the funds allocated to the project shall be charged as an **overhead**;
- ix. Where the donor project has a policy that does not support overhead charges, the Institute shall honour the **donor policy**. This donor policy may be requested for evidence; and
- x. The applicant should be aware of other charges to access forest by respective that authorities.

SOP 10: REPORTS, DISSERTATIONS, THESES AND CLEARANCE OF PUBLICATIONS

The purpose of this SOP is to describe the mechanism whereby the TAFORI-REC receives reports, clear research results and approves publications resulting from approved forestry project research.

i. Reports

The PI should submit to the Institute and the respective management authority detailed semi-annual and annual progress reports of the research project.

TAFORI-REC should receive a final report within one year of the research termination. The final report shall include information on whether the research project achieved its objectives, the main findings and arrangements for publication or dissemination of the research results including any feedback to participants.

ii. Dissertations and Theses

All students upon completion of their Masters and Doctoral Studies should submit to the institution one hard copy and one softy copy of their dissertations and theses.

iii. Permission to publication

The PI feels pressure to publish; he/she inform the TAFORI-REC in advance.

- All principal investigators of researches approved by TAFORI-REC should seek permission to publish from TAFORI-REC. Manuscripts accompanied with a copy of clearance certificate and a cover letter should be sent to the TAFORI-REC secretariat;
- The secretariat will review the manuscript and submit to Management for approval; and
- The Secretariat will communicate with the investigators regarding the outcome of the request.

SOP 11: EXTENSION/RENEW OF RESEARCH PROJECT

This SOP describes how the research project can be renewed/ extended.

Copies of the original research project documents are to be sent to the Secretary of the TAFORI-REC. These documents must be accompanied by a brief letter from the PI summarizing the proposed extension and reasons for the extension, using language a lay person can understand. If the proposed extension is likely to affect the scientific value of the original study, supporting scientific information should be given.

TAFORI-REC can decide on the basis of the information detailed above whether permission to proceed can be granted, provided the independence of the decision can be demonstrated.

The PI shall fill the extension or renewal form as indicated in **Appendix 11**.

SOP 12: CANCELLATION, REVOCATION AND SUSPENSION OF PERMIT

The purpose of this SOP is to describe how cancellation and suspension of permit are handled.

- The Board may recommend to COSTECH suspension or revocation of a research permit for noncompliance or the breach of the terms and conditions prescribed in such permit or for contravention of the provisions of the TAFORI Act No. 5 of 1980 and its Regulations.

SOP 13: RESEARCH DATA AND INFORMATION MANAGEMENT

The purpose of this SOP is to ensure that research data and information management is done in an efficient and effective manner as follows;

- i. A researcher engaged in long term data should furnish the institute with processed/ raw data yearly;
- ii. The Institute may require or call for forestry research data in writing from the researcher;
- iii. The Institute shall be the custodian of forestry research data collected in the country;
- iv. The Institute may share research data using open access files or limited access files;
- v. The Institute shall enter into a Data Transfer Agreement (DTA) for sharing research data in **Appendix 12**;
- vi. There shall be no sharing of research data that is classified as confidential or secret data without prior permission from the Institute;
- vii. The Institute shall establish and maintain a centralized database system for archiving long-term research projects data;
- viii. The Institute shall be responsible for ensuring the security of data and information stored at the institute;
- ix. A researcher with a long term research project shall deposit data at the centralised database of the Institute;
- x. A person who intends to use forestry data shall make a formal request (Data Access Request Form) in writing to the Institute that will include (**Appendix 13**):
 - a) the purpose and justification of the request;
 - b) the type, number and size of data requested;
 - c) the nature of analysis to be performed;
 - d) a declaration that in case of any publication, persons who were involved in collection of such data shall be properly acknowledged; and
 - e) a signed agreement of commitment that results from the analysis of data shall be availed to the Institute.
- xi. The Institute shall charge data access fee as prescribed in SOP 05 (research fees);
- xii. An amount of 50% from the access data fee will be distributed to the donor of the data after consent and the remaining 50% will be absorbed by the institute to facilitate data maintenance;
- xiii. A researcher engaged in forestry research project of at least three years shall furnish the Institute with processed or raw data related to the research at once in a year;
- xiv. In form of writing, call the Institute may require processed or raw data from the researcher; and
- xv. All higher learning institutions mandated to do research in forestry sector are required to submit their research finding/ results after every six months.

SOP 14: INTELLECTUAL PROPERTY RIGHTS

This SOP describes how any intellectual property created in the course of the forestry research will be owned in the case of collaborative research.

- i. Any patent or intellectual property right and royalty emanating from any collaborative research shall be co-owned by researcher, Institute and other collaborators;
- ii. Royalty acquired from intellectual property should be distributed among collaborators/ partner based on investment in such research;
- iii. 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;
- iv. All visiting researchers are required to transfer to the TAFORI any intellectual property they create in the course of their activities arising from their association with Institute; and
- v. All researchers who have creative and significant intellectual contribution (involvement in conceptual and research design, his/her execution of research, or analysis and interpretation of research data) to the research and towards its publication must be included in the published list of authors.

SOP 15: ANALYSIS OF FOREST SPECIMEN AND EXPORT

This SOP intends to describe how analysis of forest and export of specimen are taken care of TAFORI-REC. The procedures will be as follows;

- i. Forest specimens should be analysed or processed in Tanzania;
- ii. Local institutions and expertise should be used in analysing forest specimen;
- iii. On behalf of foreign researcher the institute will identify local institutions with the capacity to conduct laboratory analysis of forest specimens or identification of forest specimens;
- iv. The Institute will request a researcher to assist the local institution to analyse the forest specimens or samples through provision of equipment, reagents and short term training of staff;
- v. Export of forest specimens or samples for analysis is prohibited; unless there is sufficient evidence that the analysis cannot be conducted in Tanzania. If it necessary for the forest specimens or samples to be exported for analysis, national and international laws must be followed;
- vi. In case of forest specimen export where Phytosanitary is needed, the institute shall write an introductory letter to the relevant authority; and
- vii. Any exportation of materials, both parties have to enter a material agreement as described in **Appendix 14**.

SOP 16: CAPACITY BUILDING AND MENTORSHIP

The aim of this SOP is to explain how research project will be involved in capacity building and mentorship.

- i. A project which runs for at least three years, will be considered as a long-term project and will specify the period, objectives and expected outputs in a time frame not exceeding ten years;
- ii. The Institute, COSTECH and other respective management authority must carry out periodic evaluation of the research project and assess the outputs and relevance in a predetermined period;
- iii. A researcher of a long term research project must train at least one Tanzanian at master level, in case of a project which lasts for three years; or at least one Tanzanian at a PhD level in case of a project which last for at least 5 years. This excludes students or those projects assessed by TAFORI-REC to have insufficient budget;
- iv. A researcher who intends to join a long-term research project shall comply with the ordinary application procedures for acquiring research and residence permit prior to entry into the country for the purpose of research;
- v. A long-term project dealing with population dynamics shall provide processed or analysed population data and findings to the Institute and respective management authorities; and
- vi. A researcher who fails to provide processed or analysed data and findings; may have his research permit suspended.

SOP 17: COMPLIANCE WITH NATIONAL LEGAL FRAMEWORKS, HUMAN AND ANIMAL SUBJECTS

This SOP is meant to give instructions on compliance with the national policies, laws, regulations, human subjects and animal subjects. While human subjects in this context refer to human as a research participant, animal subjects refer to animal as a research component.

- i. A Researcher shall be required to comply with the national policies, laws, regulations and to respect the cultural, social and political norms of Tanzania;
- ii. A research that involves human subjects (human as research participant in respect to health related research) should also seek ethics clearance from National Institute for Medical Research (NIMR) (see NIMR Act of 1979);
- iii. A research that involves animal subjects (both wildlife and livestock) as research component should also seek ethics clearance from Tanzania Wildlife Research Institute (TAWIRI) (see TAWIRI Act of 1980) for Wildlife and Tanzania Livestock Research Institute (TALIRI) (see TALIRI Act of 2012) for livestock; and
- iv. Prospective foreign researcher shall be allowed to arrive in Tanzania after been issued with a research permit by COSTECH.

SOP 18: COMMUNICATION AND MAINTENANCE OF RECORDS

This SOP addresses all the communications that shall be done by TAFORI-REC and the storage structure of all documents that are accompanying the stated communications.

All working procedures must be in writing. All material/document relating to TAFORI-REC should be documented and stored in appropriate files or database. Records of research

applications and decisions made should be kept for 5 years from the date of granting approval and afterward the archival regulation will be abided.

The material to be archived should include, but should not be limited to:

- i. The agendas of TAFORI–REC meetings;
- ii. The minutes of TAFOR–REC meetings;
- iii. Research applications (One copy of all material submitted by applicants);
- iv. Correspondence by TAFORI–REC members with applicants or concerned parties regarding applications, decisions, and follow-up;
- v. Final report from approved research (A copy of the decisions and any advice or requirements sent to applicants);
- vi. All correspondence and other material received during the follow-up;
- vii. A copy of all approved proposals involving researchers from TAFORI;
- viii. TAFORI–REC membership (Appointment letter as members, Acceptance letter, members’ CVs, Confidentiality agreement, Other correspondence to and from the member);
- ix. TAFORI–REC standard operating procedures;
- x. Financial records on receipts and expenditure; and
- xi. Annual reports.

SOP 19: MONITORING AND EVALUATION OF RESEARCH PROJECTS

This SOP describes how to make follow-up of approved research projects.

- i. The TAFORI-REC shall designate qualified representative (s) to perform on its behalf, onsite inspection of the research projects it has approved;
- ii. The Secretary in consultation with the Chairperson shall initiate an on- site monitoring of the research project;
- iii. The approved research project to be monitored and evaluated shall be selected based on the following criteria;
 - The level of risk;
 - Frequency of reports of serious adverse events; and
 - Failure to submit progress report.
- iv. The Committee shall notify the PI in writing within one week about plans of the visit;
- v. The Committee may carry out an unannounced monitoring visit if;
 - The PI does not submit a progress report as per the SOPs after two reminders;
 - The PI prolongs research project completion beyond the approved time frame; and
 - The PI is suspected to have changed the objectives and design of the study without approval of the Committee.

- vi. The Secretary with aid from secretariat shall make the necessary arrangements and logistics for the visit;
- vii. The Secretary with aid from secretariat shall ensure that the monitoring team has all the necessary information to carry out the audit;
- viii. The Secretary shall be part of the team that carries out the monitoring and evaluation.
- ix. The monitoring and evaluation team shall; and
 - Review the informed consent document to make sure that the study is using the most recent approved version;
 - Observe the informed consent process, if possible;
 - Review the data collection instruments to make sure that the study is using the most recently approved version;
 - Observe enrolment/recruitment procedures to make sure that they are in accordance with the most recently approved protocol;
 - Observe if there are any protocol violations or deviations;
 - Observe if safety procedures are being implemented;
 - Observe procedures to ensure confidentiality of the research project information; and
 - Find out if there are Serious Adverse Events that are not being reported to the Committee.
- x. At the end of the monitoring and evaluation, the team shall:
 - Hold a debriefing before departure;
 - Write a report within two weeks of the monitoring and evaluation visit;
 - Forward a copy of the report to the Chairperson and the PI of the research project;
 - The team shall brief the TAFORI-REC at a scheduled meeting on the visit; and
 - The Secretary with the assist from secretariat shall archive the monitoring report in the study file.

SOP 20: MISCONDUCT ALLEGATION HANDLING

This SOP describes how the institute will deal with the researchers who show misconduct on their research.

The main objective of this SOP is to control the forestry researchers on obeying the principles of conducting a research that are; not to fabrication, falsification or plagiarism in proposing, performing or reviewing research, or in reporting research results.

- i. A person who affected with the research misconduct shall file his application through written form or electronic form to the Director.
- ii. An application for the research misconduct allegation should contain names of the complainant and his contact details, names of the respondent and his contact details and detailed description of the allegations
- iii. The Director General shall appoint three members of research misconduct allegation handling committee, and

- iv. The roles of the Committee are; handling of the allegation on the first instance and preparing the report of preliminary enquiry by incorporate comments from the complainant and respondent.
- v. The preliminary report of enquiry as to state on the following four conditions;
 - No case established, where there is no case established the Committee as a duty of informing parties of the litigants on the evaluation.
 - No case established but the malicious intent is suspected, in here the Committee as to inform the respondent and the relevant action should be taken in respect of the complainant.
 - Where there is a minor concern, the Committee as a duty to inform the litigants and recommend for the actions of resolution.
 - Where there is a major concern, the Committee as to proceed with the investigation
- vi. A research misconduct investigation can be done through formal examination and evaluation of relevant facts of the allegation.
- vii. Things to do during investigation of research misconduct;
 - To conducting an interview with the complainant, respondent and any other person who might have information regarding key aspects of the allegations;
 - To award a suspension or restrict research activities while the investigation is being conducted; and
 - To release the investigation report within two months.
- viii. Duties of the Investigation Committee;
 - To submit an investigation report to the office of research integrity
 - To provide copies of investigation report to the complainant and the respondent
 - To document the decision of the allegation in the file of the respondent.
- ix. A respondent aggrieved by a decision of investigation committee shall lodge an appeal to Appeal Board on the decision within seven days.
- x. An appeal submitted must have either of the two criteria that; submission of a new evidence or must show the area where the significant procedural erred.
- xi. An Appeal Board after conducting the appeal has to prepare an appeal report.
- xii. The contents of the report should be clear and contain the following:
 - Description on the investigation mechanism;
 - Sources of the information used in handling the allegation;
 - State the findings of evaluation and its basis;
 - Accurate agreed summary of the views of respondent;
 - Disciplinary action recommended by the committee;
 - Timeframe of conducting the allegation in general;
 - Names of the receiver of the report.

- xiii. The researcher who proven that has done a research misconduct shall obtain a research sanctions and/or disciplinary actions; and.
- Research sanctions can be a withdraw of pending or published abstracts and papers emanating from the alleged research, removal of the researcher from the project, a researcher to work under special monitoring on the future research publication and restricting or prohibiting future grant submissions and reviewing grant proposal for agencies
 - Research disciplinary actions can be a suspension of the researcher, demotion and final written warning or salary reduction
- xiv. The Director shall be the custodian of the all reports of the misconduct allegation.

SOP 21: INSUARANCE

The purpose of this SOP is to describe how the forestry research project insurance is addressed

- i. A researcher shall ensure the research team in case of injury, sickness, or any other risks that may be encountered during conducting research in the country and;
- ii. The institute shall not be responsible for any risks that may occur in the course of conducting research in the country.

SOP 22: EQUIPMENT AND MATERIAL PURCHASED FROM COLLABORATOR PROJECT

This SOP describes how the equipment and materials purchased during the research project are disposed after the project is completed.

In case of collaborative projects with the institute, any equipment bought for implementation of research activities shall be the property of the Institute unless otherwise stated in the MoU to be entered by collaborative institutions.

SOP 23: RESEARCH PROPOSAL PROJECT APPEALS

This SOP describes how appeals arising from forestry research are handled.

- i. TAFORI-REC should decide to disapprove a research project proposal, it shall include in its written notification to the investigator a statement of the reasons for its decision, and shall give the investigator an opportunity to respond in person or in writing;
- ii. If the PI is not satisfied with the committee's decision, the arbitration mechanism shall involve the PI presenting an appeal to Management for review;
- iii. If the PI is aggrieved by a decision of the Management may appeal to the Minister, within thirty days upon receipt of such decision; and
- iv. The Minister decision may determine the appeal and issue his decision on the appeal, and the Minister decision can be final and conclusive.

SOP 24: EXPEDITED REVIEWS

Expedited review is possible for research projects which involve no more than minimal risk that is where the risk to harm participants is very low. This means that specific types of proposals are reviewed as they come, that is they do not have to wait for the regular sittings of the Committee. The TAFORI-REC Chairperson or designated reviewer may review on behalf of the full Committee and give expedited approval to particular research project.

Expedited reviews can consider factors such as:

- i. The nature of study (risks involved), and whether is new submission or amendment;
- ii. Changes to be done in the proposal from previous submission (major or minor);
- iii. Quorum requirement(s); and
- iv. Degree of decision making -status of decisions (e.g., subject to confirmation by full TAFORI-REC or not).

The TAFORI-REC may under take expedited review of research proposal between scheduled meetings and reviewed by subcommittee comprising Chairperson, Secretary, and TAFORI-REC member.

The committee may seek views of suitably qualified experts if needed before reaching a decision.

Research proposal could be considered for expedited review which carry minimal risk and on non-sensitive topics in the following circumstances;

- i. Researches involving non-sensitive information using secondary data where the human subjects involved are likely to be identified directly or indirectly; and
- ii. Observational studies to assess the effectiveness or quality assurance of an existing program that will not manipulate the participants' behavior and the research will not cause stress to the participants.

Research proposals involving the following will not be considered for expedited review;

- i. Research involving endangered/ rare/ threatened species (listed in Convention on International Trade in Endangered Species of Flora and Fauna - CITES appendix);
- ii. Research involving material transfer from foreign countries; and
- iii. Research on human subject (human as research participant in health, related research exploring sensitive personal or cultural issues, and research dealing with vulnerable group of people).

At the sub-committee meeting Chairperson, Secretary or nominee and TAFORI-REC member will assess protocol for eligibility to expedited review.

Once the decision is made, the Secretary will send the following documents to the reviewer;

- i. Copy of the application form;
- ii. Protocol and supporting documents; and
- iii. Protocol review form and when applicable informed consent review form.

Review should not take more than 4 weeks. Once reviewer's report is received, Chairperson in consultation with the reviewer and Secretary could arrive at a decision. If the Chairperson is the reviewer, the decision will be taken by the Secretary and vice versa in consultation with another member of the TAFORI-REC. Decision could be:

- i. Approve the proposal;
- ii. Minor revision needed; and
- iii. Full TAFORI-REC review needed.

The TAFORI-REC will be informed the details of proposals that have undergone expedited review and the decision at its next regular meeting. Proposal and recommendations will be sent forwarded to TAFORI Board. If minor revision needed, Secretary will communicate to the Institute as soon as possible. If any TAFORI-REC member raises concern about expedited review, then based on the decision of the TAFORI-REC, the proposal may undergo full TAFORI-REC review.

SOP 25: DECISION MAKING AND COMMUNICATION DECISION

This SOP provides detailed procedures on how decision making and communication will be done by the TAFORI-REC. The procedures are as follows;

- i. Decision Making Process
 - Members should withdraw from the process if there is conflict of interest;
 - A decision can only be made by a meeting that has a proper quorum;
 - All relevant documents must be present before a decision can be made; and
 - Only members who participate in the review should be involved in the decision.
- ii. Communicating a TAFORI-REC Decision

The Chairperson and Secretary have the responsibility to communicate the decision of the TAFORI-REC concerning a new application/ resubmission/ amendment to the PI according to the standard format set by the TAFORI-REC. The Secretary is responsible to send the correspondence to the PI within 5 working days and keep records in appropriate register/record. Communications of the decisions should be in writing and include, but not be limited to, the following:

- The specific identification number of the application;
- Research/study title as written in the application;
- Other key identifiers of the proposal such as name of the applicant, research site, draft number, date submitted; name and date of TAFORI-REC sitting for that proposal, suggested changes, clear statement of final decision by TAFORI-REC and any other details deemed appropriate by TAFORI-REC;

- When the proposal has been accepted, TAFORI-REC shall communicate with the researcher(s) on need to confirm receipt acceptance of the study and operate within specified conditions, notify the TAFORI-REC when protocol amendments have been introduced, reporting of unforeseen circumstances affecting the study, termination of the study, progress reporting and study termination before or at completion; and
- The written letter to PI should be signed and or stamped by the TAFORI-REC Chairperson, Secretary and or other designated officer (after the approval of Chairperson).

SOP 26: SAFETY/SERIOUS ADVERSE EVENTS (SAEs) REPORTING

This SOP describes the adversely impacts that are encountered during the research period and how can be reported as follows;

- i. Unanticipated risks are sometimes discovered during the course of the research that may impact on the risk/benefit ratio;
- ii. The PI shall promptly report adverse event within 48 hours to TAFORI-REC for its review to ensure adequate protection and welfare of the research participants; and
- iii. The Secretary with the aid from secretariat shall be responsible for first screening and assessing the reports and seeing whether they need a review by TAFORI-REC.

The criteria of the review shall be as follows:

- If assessment of adverse experience is unknown or unlikely, the report shall be forwarded to the Chairperson for review and determination as to whether TAFORI-REC should review the report at a convened meeting;
- If the full Committee meets to discuss the report, it shall determine by consensus or vote on whether to:
 - Request an amendment to the protocol or consent process;
 - Request further information; and
 - Suspend or terminate the study.
- If any of the above actions is taken, the Secretary shall notify the PI of the action taken. The Secretary shall draft a formal letter signed by the Chairperson to the PI notifying him/her of the action he/she should take according to the TAFORI-REC's decision.

SOP 27: DISTRIBUTION AND REVISION OF SOP for TAFORI-REC

This SOP describes how to adopt and revise of the SOP for TAFORI-REC. The TAFORI-REC works according to internal rules as described in its written SOPs. In order to maintain a transparent relationship with the research community the SOPs shall be made publicly available.

The SOPs will be published in print and electronically, and made freely available.

The SOPs shall be reviewed and, if necessary, revised.

If the committee wishes to review and/or revise the SOP the following procedure shall be applied:

- i. It shall request an electronic copy of the document from the Secretary or may request minor changes to be made directly by the Secretariat;
- ii. The SOP shall be reviewed for accuracy and timeliness every three years. SOPs may be revised more frequently when required; and
- iii. The Secretary in consultation with the TAFORI-REC shall ensure that the SOP reflects the actual procedures and all applicable regulatory requirements.
 - A research which involves human subjects shall not be carried out unless the researcher applies and obtains an ethical clearance from NIMR; and
 - A prospective foreign researcher shall not be allowed to arrive in Tanzania unless he has been issued with a research permit by COSTECH.

SOP 28: GENERAL PENALTIES

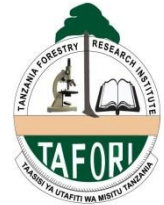
The general penalty on any contravenes or fail to comply with these Standard Operating Procedures (SOP) for which no specific penalty is provided commits an offence and shall upon conviction, be liable to a fine stipulated under Regulation 39 of the Tanzania Forestry Research Institute (Conduct of Forestry Research) Regulations (G.N no. 684 published on 28/8/2020).

APPENDICES

APPENDIX 1: CONFIDENTIALITY DECLARATION FORM



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



CONFIDENTIALITY DECLARATION FORM

Iagree to consider all discussions and / or statements made in this meeting as confidential information. I declare to safeguard confidentiality during and after the meeting. I also declare to consider any documents, materials or information provided to me in the course of the meeting, or in conducting activities of this committee after the meeting, as confidential materials, never to be divulged to any person without any prior written permission of the Chairperson of the committee.

Signature:

Title:

Date:

APPENDIX 2: CONFLICT OF INTEREST FORMS



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



CONFLICT OF INTEREST DECLARATION FORM

I..... declare that I have no/I have a conflict of interest in relation to the following/none of the proposals tabled for discussion in this meeting.

Conflict of Interest: (Write down)

.....

.....

.....

.....

.....

Proposal for which I have a Conflict of Interest Proposal title:

.....

.....

.....

PI: Type of Conflict of Interest:

Financial

Proposal Development

Other aspects of the proposal

Signature:

Title:

Date:

APPENDIX 3: 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 or print)

PART A

- 1. Surname.....
- Other names.....
- Physical address
- Email address..... Phone Number.....
- Date of birth.....

Attach
current
passport size
photo

- 2. Citizenship..... Country of origin.....
- Institutional affiliation.....
- Mailing address.....

- 3. Academic qualifications (start with most current);
.....
.....
.....
.....

- 4. Sponsors names and addresses;
 - (a)
 -
 -
 -
 - (b)
 -
 -
 -
 - (c)
 -
 -
 -

- 5. Research project details
 - i. Research title:
.....

-
 -
 - ii. The proposed research site (study area)
.....
.....
 -
 -
 - iii. Research area of interest (theme)
.....
.....
.....
 - iv. Research project collaborator(s) in Tanzania (if any)
.....
.....
.....
 - v. Research project estimated total budgetTZS/
US\$
 - vi. Date of commencement of research project.....
 - vii. Estimated duration of the research project.....
 - viii. Research project funded by (if not funded by researcher):
.....
.....
.....
.....
- Signature of the applicant Date:

**PART B
FOR OFFICE USE**

Research registration number

Recommendation.....

.....

.....

.....

.....

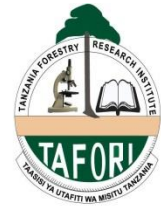


Signature Date:

APPENDIX 4: RESEARCH APPLICANT DECLARATION COMPLIANCE FORM



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



DECLARATION OF COMPLIANCE

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.
5. To attend Scientific Conference as arranged by Institute.
6. To assist the Institute to the best of my abilities particularly in supporting local scientist and have a budget for such commitment.
7. 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.
8. 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 5: 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)
1.	Registration fees for conducting research		
	Student (Undergraduate)	Free	Free
	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 6: CURRICULUM VITAE TEMPLATE



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



CURRICULUM VITAE TEMPLATE FORM

- 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
 - 1.....
 - 2.....
 - 3.....
 - 4.....
- 10.0 Four Most recent Collaborative research projects undertaken
 - 1.....
 - 2.....
 - 3.....

4.....
.....

11.0 Publications (5 most current ones)

1.....
.....
2.....
.....
3.....
.....
4.....
.....
5.....
.....

12.0 Invention/ patent – (relevant to the project).....
.....
.....
.....

13.0 Grants awarded (Project, funder, amount, and timeframe).....
.....
.....
.....

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

APPENDIX 7: RESEARCH CLEARANCE CERTIFICATE



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



RESEARCH CLEARANCE CERTIFICATE

(Please type or print)

1. This certificate is hereby presented to

.....
.....
.....
.....

2. Title of the proposed research

.....
.....
.....
.....

3. General objective of the Research

.....
.....
.....
.....
.....
.....

4. Study area

.....
.....
.....
.....

5. Starting date Ending date.....

Signature of the Director General

Date:



APPENDIX 8: APPLICATION FORM FOR REGISTRATION OF FORESTRY RESEARCHER



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



APPLICATION FORM FOR REGISTRATION OF FORESTRY RESEARCHER

(Please type or print)

PART A

1. Surname.....
 Other names.....
 Physical address
 Email Address..... Phone Number.....
2. Citizenship.....Country of origin.....
 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)
 (a)

 (b)

5. Recent publications:
 (a)

 (b)

 (c)

Attach
current
passport size
photo

(d)
.....

6. Society Membership (if any):

(a)
.....

(b)
.....

(c)
.....

Signature of the applicant Date:

**PART B
FOR OFFICE USE**

Research registration number

Recommendation.....
.....
.....
.....



Signature Date:

APPENDIX 9: ASSESSMENT FORM



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



Tel: 255 23 2935174
Fax: 255 23 2935174
E-mail: tafori@tafori.or.tz
Website: www.tafori.or.tz

TAFORI Headquarters,
P.O. Box 1854,
Morogoro,
Tanzania

Date:

Our Ref No. [###]
Your Ref No. [###]

[Name of Reviewer]
[Address]
Dear [Name of Reviewer]

REQUEST TO ASSESS A FORESTRY RESEARCH PROPOSAL

[SUMMARY OF REQUEST FOR REVIEW]

The attached **Proposal/Amendment** research proposal entitled: [TITLE OF PROPOSAL AND NAME OF PRINCIPAL INVESTIGATOR] has been submitted for both scientific and ethical clearance by the TAFORI-REC. I should be most grateful for your help in evaluating it. In case you do not agree with the statement given check Comments to Principal Investigator (CPI).

- | | | |
|---------------|-----|--|
| 1. SUMMARY | [] | Is clear, succinct, and has all element of the proposal. |
| | [] | See CPI |
| 2. BACKGROUND | [] | Clearly, stated, and meets users' demands |
| | [] | See CPI |
| 3. OBJECTIVES | [] | Relevant to the research problem |
| | [] | See CPI |
| 4. RATIONALE | [] | Proposal well-reasoned out |
| | [] | See CPI |

5. METHODOLOGY [] Proper, well designed and related to all objectives
Stated

[] See CPI

6. PERSONNEL (CVs) [] Proposers are scientifically and technically capable

[] See CPI

7. BUDGET AND [] I concur with the comments
JUSTIFICATION

[] See CPI

8. ETHICAL CONSIDERATION: Have Ethical issues been well addressed in this proposal?
Please Comment (Use an additional sheet of paper if necessary)

.....
.....
.....
.....
.....
.....
.....
.....
.....

9. ANY OTHER COMMENTS: (Use an additional sheet of paper if necessary)

.....
.....
.....
.....
.....
.....
.....
.....

10. CONCLUSION: Do you recommend approval of this proposal?

- [] Yes, as presented
- [] Yes, with minor revisions shown under. "Any Other Comment"
- [] Yes, with major revisions shown under, "Any Other Comments"
- [] No, I do not recommend it; see under, "Any Other Comments"

I am thanking you in advance for your early co-operation.

Yours sincerely,

Director General

Please use another sheet of paper for your precise comments to the proposer, please do not sign the comments sheet, as it may be sent to the proposer.

APPENDIX 10: APPLICATION FOR AMENDMENT



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



APPLICATION FOR AMENDMENT

(Please type or print)

1. Applicant personal information

Surname.....
Other names.....
Physical address
.....
Email address.....
Phone number

Attach
current
passport
size photo

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

.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

Signature of the applicant..... Date:

APPENDIX 11: APPLICATION FOR EXTENSION/RENEWAL OF RESEARCH CLEARANCE



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



APPLICATION FOR EXTENSION/RENEWAL OF RESEARCH CLEARANCE

(Please type or 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

Attach current passport size photo

Signature of the applicant..... Date:

APPENDIX 12: DATA TRANSFER AGREEMENT



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



DATA TRANSFER AGREEMENT

TANZANIA FORESTRY RESEARCH INSTITUTE

P. O. BOX 1854, MOROGORO

TEL: 255 23 293 5174; FAX: 255 23 293 5174

EMAIL: tafori@tafori.or.tz; WEBSITE: www.tafori.or.tz

NOVEMBER, 2020

DATA TRANSFER AGREEMENT

(Hereinafter, “the Agreement”)

Signature Date -----

Entered into by and between:

(Hereinafter, the “**PROVIDER**”)

Registered physical and postal address of PROVIDER: _____ _____ _____ _____	Tel: Fax: Cell: Email:
---	---------------------------------

and

(Hereinafter, the “**RECIPIENT**”)

Registered physical and postal address of RECIPIENT: _____ _____ _____ _____	Tel: Fax: Cell: Email:
--	---------------------------------

and

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

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

PREAMBLE

WHEREAS

- A. the PROVIDER remains custodian of the DATA; and
- B. the PROVIDER hereby transfers the DATA to the RECIPIENT, and the RECIPIENT accepts the DATA 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 DATA; and
- E. understanding, therefore, that no DATA 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 DATA, and to provide for matters connected therewith.

2. DEFINITIONS

- 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 DATA 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 DATA, publication rights, transfer of technology or DATA, 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 DATA

- 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 given financial or DATA assistance to be used for research purposes and / or teaching.
- 2.8 Tanzania Forestry Research Institute - Research Ethics Committee (“TAFORI-REC”): - means the TAFORI - Research Ethics Committee of the Tanzania Forestry Research Institute (TAFORI) which is registered with COSTECH, whose purpose is to review and, where the proposals meet the ethical standards of the committee, approve all research protocols
- 2.9 Intellectual Property Rights: - means statutory and other proprietary rights resulting from creations of the human mind such as copyright, patents, scientific works and discoveries, and trademarks
- 2.10 Informed Consent: - means an on-going information sharing process which allows a Donor to consent to participate and determine whether and how their DATA 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 research project for which the DATA 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 DATA for forestry research purposes other than the uses determined in the approved protocol. Secondary uses must be approved by the TAFORI-REC
- 2.16 Termination Report: - means a report prepared by the 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 DATA.

3. OBLIGATIONS OF THE PROVIDER

- 3.1 The PROVIDER agrees to transfer to the RECIPIENT the DATA 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 DATA 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 DATA.
- 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 DTA forms a part of *and* the DTA.

4. ACKNOWLEDGEMENTS BY AND OBLIGATIONS OF THE RECIPIENT

- 4.1 The RECIPIENT acknowledges that the DATA have been obtained and/or developed by the PROVIDER, where applicable.
- 4.2 The RECIPIENT acknowledges that the DATA 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 transferring method for the DATA to be transferred to the RECIPIENT.
- 4.5 The RECIPIENT acknowledges that the DATA 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 DATA 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 DATA become identifiable for any reason whatsoever, the RECIPIENT must inform the PROVIDER without delay.
- 4.8 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 DATA

5.1 The RECIPIENT warrants that the DATA 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 DATA will be located at:

5.3 The RECIPIENT shall not, without the written permission of the PROVIDER, use the DATA 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 the DATA is 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 Donors withdraw consent for use as contemplated hereunder and in such numbers as to render continuation of the Project impracticable or impossible;

8.2.2.2 the RECIPIENT entity dissolves, winds-up or ceases to continue operating for any reason whatsoever;

8.2.2.3 the TAFORI-REC withdraws approval for the Project in its entirety;

8.2.2.4 either Party terminates the Agreement on reasonable notice;

8.2.2.5 a force majeure makes continuance of the Project impracticable or impossible.

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

9. INFORMED CONSENT

Informed Consent requires that:

- 9.1 the PROVIDER has obtained informed consent from the Donor(s) to provide DATA to the RECIPIENT to undertake the Project as contemplated. In the event of Secondary Use of the DATA, 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 DATA 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 the DATA are de-identified.
- 9.5 Disclosure to Donor(s) has been made in the event that DATA will be released into the public domain.
- 9.6 should the RECIPIENT wish to conduct studies or use the DATA 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 DATA 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 DATA. 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 DATA hereunder must be in keeping with the TAFORI Research and Publication Guidelines (<http://www.tafori.or.tz>) 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 DATA 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 DATA 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 DATA.
- 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 DATA 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.

16. GENERAL

- 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 contract 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 DTA is null and void and of no force and effect unless and until the TAFORI REC has approved the research of which the DTA forms a part *and* the DTA.

Duly authorised and on behalf of the PROVIDER:

Full name: _____

Designation: _____

Signature: _____

Signed at _____ on this the _____ day of _____, year _____

WITNESSES:

Witness 1: _____ Witness 2: _____

Duly authorised and on behalf of the RECIPIENT:

Full name: _____

Designation: _____

Signature: _____

Signed at _____ on this the _____ day of _____, year _____

WITNESSES:

Witness 1: _____ Witness 2: _____

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 transfer method for the DATA to be transferred is:

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

Specific experimental tests that the DATA will be subjected to on transfer:

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

Quantity of DATA required to be transferred:

Preferred method of transfer of DATA:

Period within which DATA will be transferred:

Frequency of exporting of DATA:

Process of destruction of DATA:

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

APPENDIX 13: DATA ACCESS REQUEST FORM



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



DATA ACCESS REQUEST FORM

Important: Proof of Identity must accompany this Access 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 data that you need access to.....

- 1.....
- 2.....
- 3.....
- 4.....

1.10 State the reasons for wanting to access the listed data

.....
.....
.....

.....
.....
.....

Section 2: Declaration

I..... [Insert name] wish to make an access request for a copy of the named data in **section 1**. I declare to abide with the United Republic of Tanzania Cyber-crime Act of 2016. I shall not disclose any data that has been granted to me for access.

Signed.....

Date.....

APPENDIX 14: 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

NOVEMBER, 2020

MATERIAL TRANSFER AGREEMENT

(hereinafter, “the Agreement”)

Signature Date -----

Entered into by and between:

(Hereinafter, the “**PROVIDER**”)

Registered physical and postal address of PROVIDER: _____ _____ _____ _____	Tel: Fax: Cell: Email:
---	---------------------------------

and

(Hereinafter, the “**RECIPIENT**”)

Registered physical and postal address of RECIPIENT: _____ _____ _____ _____	Tel: Fax: Cell: Email:
--	---------------------------------

and

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

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

PREAMBLE

WHEREAS

- F. the PROVIDER remains custodian of the MATERIALS; and
- G. the PROVIDER hereby transfers the MATERIALS to the RECIPIENT, and the RECIPIENT accepts the MATERIALS subject to the terms and conditions below; and
- H. 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
- I. 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
- J. 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 Property Rights: - means statutory and other proprietary rights resulting from creations of the human mind such as copyright, patents, scientific works and discoveries, and trademarks.
- 2.10 Informed Consent: - means an on-going information sharing 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 Report: - means a report prepared by the 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 (<http://www.tafari.or.tz>) 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 authorised and on behalf of the RECIPIENT:

Full name: _____

Designation: _____

Signature: _____

Signed at _____ on this the _____ day of _____, year _____

–

WITNESSES:

Witness 1: _____ Witness 2: _____

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

REFERENCES

- COSTECH. (2020). National Research Integrity Framework of Tanzania. “Reliability, Honest, Respect and Accountability”. (First Edition) Tanzania Commission for Science and Technology (COSTECH), Dar es salaam Tanzania.
- United States Office of Environmental Protection Information EPA. (2007). Guidance for Preparing Standard Operating Procedures (SOPs) EPA QA/G-6. Agency Washington, DC 20460 April 2007.
- URT (1980). Tanzania Forestry Research Institute Act of 1980. United Republic of Tanzania. Government Printers, Dar es Salaam.
- URT. (2020). Tanzania Forestry Research Institute (Conduct of Forestry Research) Regulations, 2020. United Republic of Tanzania. Government Printers, Dar es Salaam.

