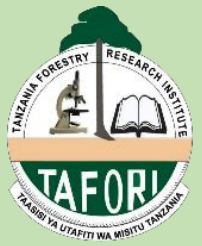




UNITED REPUBLIC OF TANZANIA
MINISTRY OF NATURAL RESOURCES AND TOURISM
TANZANIA FORESTRY RESEARCH INSTITUTE



RESEARCH AND CONSULTANCY POLICY

MARCH 2022



TABLE OF CONTENTS

TABLE OF CONTENTS.....	i
ABBREVIATIONS AND ACRONYMS.....	ii
PREFACE.....	iii
1.0 INTRODUCTION.....	1
1.1 Background Information.....	1
1.2 Need and Justification of the Research and Consultancy Policy.....	1
1.3 Objectives.....	2
1.4 Scope of Research and Consultancy Policy.....	2
2.0 RESEARCH AND CONSULTANCY POLICY.....	3
2.1 Legal Frame work as Linked to the Research and Consultancy Policy.....	3
2.1.1 National Research and Development Policy (2010).....	3
2.1.2 TAFORI Act No. 5 of 1980.....	3
2.1.3 Board Charter Guidelines for Public and Statutory Corporations (2015).....	4
2.1.4 Tanzania Development Vision 2025.....	4
2.1.5 Sustainable Development Goals (SDGs).....	4
2.2 Research and Consultancy Policy Issues and Statements.....	4
2.2.1 Research Policy issues and statements.....	4
2.2.2 Consultancy Policy issues and statements.....	11
2.2.3 Research and Consultancy Disbursements of Funds Policy.....	12
3.0 REGISTRATION OF RESEARCHES AND CONSULTANCIES.....	13
3.1 Registration of Researches.....	13
3.2 Registration of consultancies.....	13
3.2.1 Registration of consultancies originating from members of staff.....	13
3.2.2 Registration of consultancies originating from the Institute.....	13
4.0 INSTITUTE’S RESEARCHES AND CONSULTANCY FEE STRUCTURE.....	14
4.1 Institute’s research fee structure.....	14
4.2 Institute’s consultancy fee structure.....	15
Appendix 1: Consultancy registration form.....	16
Appendix 2: A Bilateral Contractual Agreement between the Client and TAFORI.....	17

ABBREVIATIONS AND ACRONYMS

AIDS	Acquired Immune Deficiency Syndrome
CBO	Community Based Organizations
DTA	Data Transfer Agreement
HIV	Human Immunodeficiency Virus
IP	Intellectual Property
IPR	Intellectual Property Right
IRDC	Internal Research and Documentation Committee
MoU	Memorandum of Understanding
MTA	Material Transfer Agreement
NABERM	National Beekeeping Research Master Plan
NAFORM	National Forestry Research Master Plan
NGOs	Non-Governmental Organisations
SOPs	Standard Operating Procedures
TAFORI	Tanzania Forestry Research Institute
TAWIRI	Tanzania Wildlife Research Institute
TDV	Tanzania Development Vision

PREFACE

The Tanzania Forestry Research Institute (TAFORI) was established by Act No. 5 of 1980 with the mandate to conduct, co-ordinate and regulate forestry research in Tanzania. In 2019, beekeeping research was transferred to TAFORI from the Tanzania Wildlife Research Institute (TAWIRI). TAFORI is also mandated to coordinate the National Forestry Research Master Plan (NAFORM) and the National Beekeeping Research Master Plan (NABERM).

The status and prestige of individual research institutions including TAFORI is, among other considerations determined by the quality and quantity of their research and consultancy work. TAFORI is proud to establish the Research and Consultancy Policy to govern the research and consultancy matters at TAFORI. The main objective of the policy is to provide a framework to guide the operations of TAFORI with a view to enabling staff and other stakeholders to contribute effectively to the Institute core mission.

The policy has been prepared to align with the TAFORI's mandate, functions, vision and mission as well as national policies, acts and regulations. Various sectoral policies such as: National Research and Development Policy; The National Institute for Medical Research Policy, Sokoine University of Agriculture Research Policy and Strategy; Tumaini University Policy and Procedures for Consultancy and Services; Tanzania Commission for Science and Technology Research Priorities for 2015 - 2020; Guidelines for provision of Consultancy Service of TAWIRI and the UN Sustainable Development Goals (SDGs) were consulted.

This document is meant to ensure that TAFORI is committed to allocating resources to fulfil her objectives, functions and obligations to advance knowledge through quality research and consultancy that addresses national challenges. The document is also meant to provide guidance to TAFORI researchers and other collaborators when formulating and undertaking research and consultancy in TAFORI and Tanzania in general.

Since TAFORI is cognizant of the need to keep pace with the changing world, the TAFORI research and consultancy policy will be reviewed as deemed necessary.

TAFORI acknowledges the inputs from various Centres, Directorates, Departments, Units, Sections, external stakeholders, TAFORI Staff, and individuals who, in their various ways contributed to the production of the document. Their efforts are highly appreciated and we look forward to their continued support.

A handwritten signature in blue ink, appearing to read 'Dr. Felician B. Kilahama', written in a cursive style.

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

EXERCUTIVE SUMMARY

Tanzania Forestry Research Institute (TAFORI) Research and Consultancy Policy 2021 provides policy issues and statements to accommodate contemporary and emerging issues to ensure increased number and quality of research and consultancy outputs.

The Policy seeks to affirm institutional commitment and sets the direction of research to enable TAFORI researchers to contribute to Tanzania National Development by providing high quality and reliable research output to contribute to national policies for effective implementation of the Tanzania's Development Vision 2025, the Second Five- years Development Plan 2016 – 2021, the 5th Government's industrialization agenda and other National Development Priorities.

Research and Consultancy is the main TAFORI's functions. The research function of the Institute continues to draw much inspiration from the vision and mission of the Institute. This Research and Consultancy Policy is necessary for positioning TAFORI to the emerging needs and challenges of the community, national and global development priorities. The policy has the following main features; research policy, consultancy policy, disbursement of research and consultancy funds, registration and fee structures of researches and consultancies.

All researchers and TAFORI Management must refer to this document when writing proposals, coordinating and implementing research projects and consultancy services so as to be in conformity with the policy provisions provided herein. Thus, this document should be a regular reference and companion to TAFORI Management, researchers and research collaborators.

1.0 INTRODUCTION

1.1 Background Information

Tanzania Forestry Research Institute (TAFORI) was established in 1980 by Act of the Parliament of the United Republic of Tanzania No. 5 (CAP 277). It is mandated to carry out, coordinate, regulate forestry research, as well as dissemination of research findings for sustainable forest management. The overall purpose of TAFORI is to collect and disseminate timely and quality scientific information to guide the management and utilization of forest resources in the country. Therefore, the Institute has the mandatory role of advising the Government, public institutions and the general public on best ways of conserving the forest resources. Through research, the Institute also has the mandate to promote and facilitate the training of Tanzanians in forest science. In accordance with its mandate, the core functions of TAFORI include coordination and management of all forestry research in the country. This obligation is stipulated under Section 4(1)(e,g,h) of the Act establishing the Institute. Thus, TAFORI has to provide guidance towards research that is relevant to the conservation of forest and ultimately, the development of the forest industry. Among of the Institutes' primary sources of generating internal revenue includes research fees, overhead project fees and consultancy fees. However, policies governing these sources have never been developed to help the Institute achieve its statutory mandate. Based on that, TAFORI has developed a research and consultancy policy that serves as a guide to researchers and other stakeholders to understand the systems and processes for the effective implementation of research and consultancy activities. Developed TAFORI research and consultancy policy, indicates consultancy fee structure and Institution overheads cost among others which is expected to contribute to effective and efficient realization of the Institute's vision that is "to be the centre of excellence in forestry research, technology development and dissemination of forestry-related scientific information in Tanzania. Thus, this document should be a regular reference to TAFORI Management, researchers and other stakeholders.

1.2 Need and Justification of the Research and Consultancy Policy

Over the years, the Institute has mostly been reliant on Government subventions for funding her activities since its establishment. However, the Government has now directed public institutions in the country to improve and strengthen their earning

generation capacity to complement government sources by internally expanding income-generating activities. Government subventions through Other Charges (OC) for research have been decreasing steadily from one year to the other due to other government priorities. In contrast, contributions from the Institute's primary stakeholders (TFS and MNRT) for meeting operational costs have remained the same over the past few years while the Institutes' running expenses have escalated due to growing demands and rising costs of goods and services. To address these challenges, the Institute has recently embarked on staff training programme to increase her capacity in terms of number and skills to attain her vision as well as increase her ability to generate funds. Following this programme, the number of scientists has grown from one (1) PhD holder in 2012 to thirteen (13) in 2020 and ten (10) more staff are continuing with PhD studies. The increase in the number of staff capable of undertaking research and consultancies means more workforce and ability to generate funds for the Institute. However, for effective use of the expanding workforce, the Institute, therefore, seeks to put in place a research and consultancy policy to help operationalization of all researches and consultancies related works. The policy shall be applied together with other rules and regulations of the Institute.

1.3 Objectives

This research and consultancy policy aims at achieving the following objectives namely to:

- i. Provide high quality, customer-driven consultancy services in the forestry sector;
- ii. Link consultancy services with forestry research functions;
- iii. Ensure sustainable generation of income for the Institute;
- iv. Motivate members of staff to be more aggressive in soliciting researches and consultancies to enhance their practical experience in their respective areas of professional expertise;
- v. Ensure equal opportunities for Institute staff with an emphasis on gender equity; and
- vi. Prescribe the operationalization of consultancy activities by the Institute;

1.4 Scope of Research and Consultancy Policy

The Policy embraces, and of particular interest and relevance, applies to the following:

- i. All TAFORI Centres, Directorates, Departments, Units, Sections and other institutional structures operating under the umbrella of TAFORI;
- ii. All Staff temporary and permanent, who are active in research, administration and provision of any form of support to the core functions of TAFORI;
- iii. All collaborators working under the TAFORI umbrella; and
- iv. All other stakeholders dealing with forestry research.

2.0 RESEARCH AND CONSULTANCY POLICY

2.1 Legal Frame work as Linked to the Research and Consultancy Policy

2.1.1 National Research and Development Policy (2010)

Policy statement number 3.5 of National Research and Development Policy (2010) insists on creating conducive environment to attract research funding from the private sector, development partners and individuals to curb for low funding of research. TAFORI Research and Consultancy Policy will create enabling environment to attract funds from different partners.

2.1.2 TAFORI Act No. 5 of 1980

The TAFORI Act No. 5 of 1980 provides directives on conducting research and consultancies. Among the directives include:

- i. Section 4(1)(l) of Act number 5 of 1980 which established TAFORI directs the Institutes to provide assistance, consultancy and other services for the development of forestry. Developed TAFORI research and consultancy policy will serves as a guide in processes of implementation of research and consultancy activities;
- ii. Section 4(1) (s) of Act number 5 of 1980 emphasize to do anything or enter into any transaction which, in the opinion of the Board, is calculate to facilitate the proper exercise of the functions of the Institute. TAFORI research and consultancy policy will facilitate the proper exercise of doing research and consultancy; and
- iii. Section 17(c) of Act number 5 of 1980 counts any sum which the Institute may receive as a fees from any service rendered by Institute as a source of funds for the Institute. TAFORI Research and Consultancy policy has indicated some fees to be used as a source of funds to increase the income of the Institute.

2.1.3 Board Charter Guidelines for Public and Statutory Corporations (2015)

Section 2(a) of Board Charter Guidelines for Public and Statutory Corporations (2015) issued by the Office of the Treasury Registrar provides the legal bases for the Board of Directors to set forth policies that will guide the Management in the conduct of its day to day services. TAFORI Research and Consultancy policy like any other policies will guide the Management in the conduct of its day to day services.

2.1.4 Tanzania Development Vision 2025

Section 3(b) of Tanzania Development Vision 2025, refers building strong and resilient economy. TAFORI Research and Consultancy policy will ensure sustainable generation of income for the Institute to support development, protection and conservation of forest resources which influence positively on socio-economic development.

2.1.5 Sustainable Development Goals (SDGs)

Sustainable Development Goals (SDGs) emphasize on Ending Poverty (Goal 1); Decent Work and Economic Growth (Goal 8); and Life on Land (Goal 15). TAFORI will contribute to the achievement of these goals through providing high quality consultancy in forestry sector which results to supporting conservation of forest resources which ultimately contributes to socio-economic development; sustaining ecosystems services.

2.2 Research and Consultancy Policy Issues and Statements

2.2.1 Research Policy issues and statements

2.2.1.1 *Enabling Research Environment*

Policy Issue: Inadequate research infrastructure to ensure that research activities are conducted effectively.

Policy Statements

- i. TAFORI shall strive to progressively improve and expand its research infrastructure, including laboratories (both in house and field) and offices using government funds and in partnership with other public, private and international development partners;
- ii. Researchers will be encouraged, where possible, to include a budget component to support the procurement of research equipment and facilities for use by all researchers at the Institute; and

- iii. All equipment used in a research project, unless otherwise stated, shall remain the property of the Institute, and shall be deployed as will be deemed in the best interest of strengthening research at TAFORI.

2.2.1.2 *Research Coordination*

Policy Issue: Inefficient system for research coordination and data management.

Policy Statements

- i. The Internal Research and Documentation Committee (IRPD) shall coordinate all research activities including planning, proposal writing, searching for sources of funding, research implementation, monitoring and evaluation;
- ii. All research projects shall be registered with the TAFORI and all research reports shall be subjected to approval by the TAFORI before being submitted to funding agencies;
- iii. Standard Operating Procedures (SOPs) for research shall be publicized for adherence to by all TAFORI researchers to facilitate coordination, monitoring and reporting; and
- iv. The IRDC shall be responsible for reporting and disseminating research findings within TAFORI and to all other relevant stakeholders outside TAFORI through TAFORI Media and other communication channels.

2.2.1.3 *Integrity and Ethics*

Policy Issue: integrity and ethics in conducting forestry research.

Policy Statements

- i. TAFORI shall regularly update its Code of Ethics for Conducting Research and shall put in place guidelines for conducting forestry in Tanzania for providing research ethical clearance for all research projects before starting the research activities;
- ii. All TAFORI researchers need be cognizant of the Code of Ethics and shall be required to adhere to it;
- iii. Commensurate punitive disciplinary measures shall be taken against any researcher contravening the Code of Ethics or engaging in corrupt practices or fraud;

- iv. TAFORI shall take steps to establish a system of protecting those who will report on any malpractices in line with the Whistle-blower and Witness Protection Act passed by Parliament in 2015; and
- v. TAFORI shall put mechanism to ensure monitoring and evaluation of research implementation to ensure compliance to research ethics; and
- vi. Breach of ethical conducts especially fraud and plagiarism shall be treated as any other crime and shall lead to prosecution in court of law accordingly.

2.2.1.4 *Capacity Building for Researchers*

Policy Issue: Ineffective mechanism for capacity building among researchers and other supporting staff at the institute.

Policy Statements

- i. TAFORI shall facilitate establishment of research teams and create conducive environment to ensure the sustainability and succession of functional research teams including recognizing the research teams at all levels from the Departments/units to the Institute as whole;
- ii. TAFORI shall put in place a staff development programme for capacity building.
- iii. Researchers shall, where possible, include in their research proposals, a budget component to support short term and long-term staff training;
- iv. TAFORI shall organize regular in-house training of staff to build capacity for attracting and managing research grants; and
- v. TAFORI shall strengthen mentoring programme whereby young researchers will be linked with senior researchers as their mentors.

2.2.1.5 *Institutional Research Priorities*

Policy Issue: Inadequately addressed forestry research priorities.

Policy Statements

- i. All researchers shall identify research priority areas in their particular fields, but aligned to the institutional research agenda;
- ii. Research to be conducted at TAFORI shall be demand driven;
- iii. Approval/endorsement of research proposals for funding shall be based on the degree of adherence to the agreed priorities;

- iv. IRDC shall facilitate the formation of research teams and Professorial Chairs led by eminent Researchers to develop further and seek funding for the priority areas identified by the institute; and
- v. Notwithstanding, TAFORI has to put in place capacity to handle pressing emergencies that are likely to arise.

2.2.1.6 *Research Funding and Management*

Policy Issue: Ineffective mechanism for research funding and management.

Policy Statements

- i. TAFORI shall establish the proportion of its revenue from different sources to be allocated for supporting research and shall put in place the modalities for accessing and using the funds;
- ii. TAFORI shall establish a desk dedicated to identifying potential sources of fund and organizing modalities at Institute level to respond to such opportunities;
- iii. TAFORI shall encourage and support her researchers to prepare and submit quality research proposals for competitive research grants;
- iv. Directorates, Centres and Units within TAFORI shall liaise with private sector organizations, including commercial organizations, NGOs and CBOs on the possibilities of conducting contract research;
- v. TAFORI shall establish a mechanism for recognizing and rewarding researchers who attract research funds;
- vi. Institutional fee shall be paid for every funded project at a rate of 10% of total budget of the project, unless the fee is waived by an approved Institute authority;
- vii. In case institutional fee waiver is granted, an affirmation of payment of mandatory costs, such as bank charges, shall be required so that research project funds are not managed at the expense of TAFORI; and
- viii. Research funds will be managed by the Directorate of Finance and Administration using the approved Financial Regulations.

2.2.1.7 *Research Quality Assurance*

Policy Issue: Inadequate quality assurance to ensure the highest standard of scientific excellence in conducting forestry research.

Policy Statements

- i. TAFORI shall endeavour to improve the research facilities including establishing accredited laboratories for specific disciplines;
- ii. All research proposals from TAFORI shall be subjected to a quality control before endorsing and forwarding to potential funders/ donors;
- iii. All research projects shall put in place fund monitoring and evaluation teams, to carry out M & E of the project; and
- iv. Internal Research and Documentation Committee shall strengthen the system of monitoring research projects to ensure that they are progressing according to the stipulated plan and deliverables.

2.2.1.8 Ownership of Research Materials, Data and Outputs

Policy Issue: Inadequate and liable system for ownership of research materials and outputs.

Policy Statements

- i. Unless otherwise stated, all intellectual property arising out of research conducted at TAFORI shall belong to the Institute;
- ii. TAFORI shall establish, maintain and operationalize a Technology Transfer desk, which shall be responsible for protecting the intellectual property arising out of research conducted at TAFORI through patenting and/or other IP mechanisms;
- iii. The Technology Transfer desk shall work with researchers and other relevant external stakeholders to commercialize or popularize any innovation with potential practical application
- iv. Where an innovation has been adopted for practical application, the researcher (s) shall be recognized accordingly in line with existing IPR Policy;
- v. All research materials and data transfer to internal and international collaborating institutions shall be governed by Material Transfer Agreement (MTA)/ Data Transfer Agreement (DTA) approved by TAFORI and/or respective competent national authority depending on nature and type of materials/data; and
- vi. All publications by staff that emanate from research activities at TAFORI must indicate TAFORI as an affiliate institution of the author(s).

2.2.1.9 *Dissemination of Research Outputs*

Policy Issue: The institute has ineffective system for disseminating research outputs.

Policy Statements

- i. All researchers shall be required to include a component for dissemination of research results in their research proposals and this will be one of the criteria for approval/endorsement;
- ii. Dissemination of research output shall be done in a responsible manner with respect to accuracy, representativeness and potential impact to the society;
- iii. All researchers shall be required to report their publications to IRDC and deposit their publications and other research reports in the TAFORI Institutional Repository;
- iv. TAFORI shall establish and provide to all researchers a list of reputable journals for all disciplines existing at Institute in which research findings can be published;
- v. TAFORI shall establish a mechanism for rewarding researchers who publish in reputable journals; and
- vi. TAFORI shall establish a system of organizing Annual Research Conferences and Exhibitions whereby staff research findings will be presented and discussed by researchers, non-researcher communities and other stakeholders.

2.2.1.10 *Environment and Climate Change*

Policy Issue: Human population growth has posed adverse impact to environment leading to climatic change.

Policy Statements

- i. TAFORI researchers shall abide to the national environmental policies, laws and regulations and ensure that their research activities have no adverse effects on the environment and make sure that they enhance sustainable use of resources; and
- ii. Research facilities such as laboratories, field experiments and machinery operations shall observe provisions of the Occupational Safety and Health Act (OSHA) of 2003 and ensure that no environmental pollution and at the same

time ensure that greenhouse gases emission, deforestation and overgrazing are being reduced.

2.2.1.11 HIV/ AIDS and non-communicable infections

Policy Issue: HIV/AIDS and non-communicable infections has adverse impacts on manpower

Policy Statement

- I. TAFORI shall continue to take measures against HIV/ AIDS, and non-communicable infections including raising awareness and encouraging regular voluntary testing and counselling in line with available rules and regulations as well as regular exercises.
- II. TAFORI researchers shall not stigmatize people living with HIV/AIDS and non-communicable infections in their daily research activities in accordance with the available National police.

2.2.1.12 Collaborative Research

Policy issue: TAFORI has ineffective mechanism for collaborating with other stakeholders.

Policy statement

- i. TAFORI shall promote collaborative research where there are potential benefits to the institute;
- ii. TAFORI shall promote external collaboration within and outside Tanzania;
- iii. TAFORI shall require a valid contract¹ if collaborative research project involves a foreign researcher in need of biological/chemical materials from the country; Encourage internal collaborative projects to be multi-disciplinary in nature;
- iv. Promote equal partnerships in collaborative research;
- v. Ensure that updated central records of materials and data shared or transferred out of Tanzania during collaborative research are prepared and maintained; and
- vi. Promote Transfer of technology.

¹ i. The contract should state duration, technical supervision, deliverables with reference to TAFORI Material Transfer Agreement (MTA), Data Transfer Agreement (DTA), rules and regulations, confidentiality with reference to TAFORI Intellectual Property (IP) policy, publication rights, other services required from TAFORI, payment and payment modalities and reports (especially progressing scientific reports and financial report on funds received), as well as responsibilities and timing for the activities planned;

2.2.2 Consultancy Policy issues and statements

2.2.2.1 *Forestry and allied natural resources consultancy*

Policy issue: Inadequate sustainable mechanism for carrying out consultancy services on forestry and allied natural resources.

Policy statements

- i. There shall be two sources of consultancy services; those that are secured directly by staff; and those that are directly requested by clients to the Institute and each should be registered and given an identification number;
- ii. The Institute shall also undertake consultancy services on training for both long and short courses upon request by client;
- iii. The quality control for every consultancy services conducted shall be undertaken by the IRDC of the Institute;
- iv. The Institute shall set a benchmarked standard for costing consultancy assignments depending on the particular type of consultancy to guide staff to cost the services meaningfully when bidding for works;
- v. Consultant payment modalities² shall be as agreed in the contract by the Institute and the Client;
- vi. Institute has the mandate to determine the payment modality; the Client shall be required to pay 50% of consultancy fee plus 100% of reimbursable costs before the commencement of the assignment. The remaining 50% of the consultancy fee shall be paid after the report has been submitted and accepted by the Client. In case the client does not agree with the institute payment modalities a room for negotiation will be considered;
- vii. The income earned from consultancy services shall be shared between the Consultant(s) and the Institute and shall base on gross income;
- viii. The Institute may collaborate, co-opt, associate or sub-contract with other institutions or individuals in a verge to enhance her technical capacity in consultancy assignments, for cases where the Institute has no local capacity for the requested consultancy thematic area. The

²This may differ from one Client to the other.

collaboration shall be made by TAFORI agreement based on a Memorandum of Understanding (MoU) or Agreement spelling out the responsibilities of both parties in the task. The MoU shall specify parties, the leader, how funds shall be received, how funds shall be shared, and how such funds shall be effected; and

- ix. In undertaking consultancy services, all relevant national laws, regulations and the Act that established the Institute and its regulations, guidelines and by-laws shall be strictly observed.

2.2.3 Research and Consultancy Disbursements of Funds Policy

2.2.3.1 *Disbursements of Research and Consultancy Funds*

Policy issues: The institute has ineffective mechanism for disbursement of research and consultancy funds.

Policy statements

- i. Institutional fees (10%) charged on research projects shall be used by the institute on different activities;
- ii. The total charge obtained during provision of consultancy services shall be equal to the sum of professional fee, Direct costs and Institution overheads (10% of gross);
- iii. There shall be a single formula for the distribution of net revenue for all consultancy services as follows:
 - (a) Direct Cost (Operational costs, Material costs including utility costs and Hired labour);
 - (b) Professional fee, in terms of effective man-days (Table 1) will be distributed as follows; Consultants 85% and research funds³ 15% ;
 - (c) Gross charges = Professional Fee + Direct Costs;
 - (d) 10% of Gross shall be paid as Institution Overhead costs; and
 - (e) Total Charge to client = Gross in (c) + 10% of Gross.
- iv. The Institution Overheads paid to TAFORI shall be 10% of the Total charges; and

³ Use arrangements of research funds will under the jurisdiction of the Director General

- v. The Project Team Leader shall prepare disbursement list of all participants/consultants for submission to the Director General of TAFORI with copies to individual participants/consultants.

3.0 REGISTRATION OF RESEARCHES AND CONSULTANCIES

3.1 Registration of Researches

Registration of researches will follow all the procedures stipulated in sections 3-16 of Tanzania Forestry Research Institute (conduct forestry research) Regulations, 2020 (Government Notice No. 684 published on 28/8/2020).

3.2 Registration of consultancies

3.2.1 Registration of consultancies originating from members of staff

Members of staff are highly encouraged to secure and undertake consultancies in their areas of professional jurisdiction to help boost the Institute's revenue basket. Before the implementation of such works, each member of staff shall be obliged to;

- i. Register a consultancy with the Institute and obtain a registration number as prescribed in Appendix 1;
- ii. Submit to the Institute a proposal detailing among others; the statement of the problem, the terms of reference (TOR), the objectives, an outline of the recommended work, the expected results, cost estimate and implementation schedule; and
- iii. Enter into a bilateral contractual agreement between the Institute (on behalf of the Consultant(s) and the Client(s) upon reaching an agreement on the scope, schedule and cost of the consultancy that establishes obligations for each party as prescribed in Appendix 2.

3.2.2 Registration of consultancies originating from the Institute

Clients may request the service directly to the Director General detailing the nature of the task to be undertaken. The Director General shall appoint a team of staff to develop a technical and financial proposal as per subsection 3.2.1 (ii). The technical and financial proposal shall subsequently be presented to the Client and may be modified as appropriate to meet the Client's satisfaction and professionalism. In circumstances where the Client is satisfied with the proposal, the project shall be

assigned to an expert or team of experts, selected based on their skills and experience in the required field. In the event where the project requires a team of experts, the Institute shall appoint a team leader amongst them before project implementation.

There shall be a team leader in each consultancy assignment to be undertaken by the Institute. The Director General, in consultation with the Director of Research or Centre Director, shall appoint a team leader, especially for assignments offered directly to the Institute by a client. However, in case a member of staff bids for a consultancy and wins, he/she shall automatically become the Team leader. The following rules shall be adhering to;

- i. If a member of staff solicits and secures an assignment through her/his effort, she/he shall automatically be part of the resource persons/Consultant(s) unless he/she is not professionally conversant or not willing to participate;
- ii. In undertaking her/his responsibility, the team leader shall always liaise with the Institute's leadership on the work progress;
- iii. The team leader shall further be responsible for ensuring that quality professional consulting principles and procedures are adhere to their fullest; and
- iv. The team leader shall be responsible for producing a comprehensive report on the assignment undertaken and submit the same to the Institute for quality control. The final report to be submitted to the Client shall bear a submission letter signed by the Director General/or a person acting in that capacity.

4.0 INSTITUTE'S RESEARCHES AND CONSULTANCY FEE STRUCTURE

4.1 Institute's research fee structure

According to section 7(1-2) of Tanzania Forestry Research Institute (conduct forestry research) Regulations, 2020 (Government Notice No. 684), a researcher whose research project has been successfully registered by the Institute shall pay an annual registration fee as prescribed in the Seventh Schedule of the mentioned Regulations (Table 1). Where the research is intended to be carried out in a protected area researcher shall pay access fees and other applicable fees to the respective management authorities.

Table 1: Fees for conducting forestry research

SN.	Research Activities	Tanzania Citizens or Institutions (Rate in TZS)	Non-Tanzanian Citizens or Institutions (Rate in US \$)
1.	Registration fees for conducting research		
	(i) Student (Undergraduate)	Free of charge	Free of charge
	(ii) Student (Masters)	30,000	100
	(iii) Student (PhD)	50,000	300
	(iv) Post-Doctorate/Research fellow	100,000	400
	(v) 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

4.2 Institute's consultancy fee structure

Consultancy services to be rendered by the Institute include those linked to research services and training for both short and long courses. The consultancy fees (Table 2) are to be used as a starting point and may go higher depending on the required competence, experience, nature and intensity of work. However, the consultancy fees can be negotiated between TAFORI, Consultant(s) and the Client if deemed necessary especially for Government related projects, institutions or assignments.

Table 2: Consultancy fee structure for the Institute's staff

Staff level	Education level	Prices per effective Man-day (USD or equivalent)
Junior staff	Diploma / Bachelor Degree	100 - 150
Senior staff	Master Degree	300 - 350
Principal staff	PhD Degree	400 - 500

Appendix 1: Consultancy registration form

PART 1: DETAILS OF PROJECT LEADER

Full Name:

Staff ID No.:

Department/Unit:

Mobile No.

Email Address:

PART 2: DETAILS OF PROJECT

Project Title:

Date Start: Date End:

Project Budget (PB):

Please tick (✓)

Consultancy Category:

- I. Lab and Testing Services
- II. General Professional Advisory Specialist Services
- III. Training / Workshop

Other Consultant(s)/Member(s): Staff/Outsourced

*If not enough space, please use a separate sheet using the same format

No	Name	Position	Staff ID	Email address	Department/Unit	Phone number
1.						
2.						
3.						
4.						
5.						

PART 3: DETAILS OF CLIENT AGENCY/COMPANY

Name of Client:

Name and Address of Company:

.....

Tel. No. (Office): Fax No.:

Contact person:

PART 4: OFFICIAL USE ONLY

Consultancy registration number

Authorizing officer's name and designation

Signature

Date

Appendix 2: A Bilateral Contractual Agreement between the Client and TAFORI CONSULTANCY AGREEMENT

This Consultancy Agreement (the “Agreement”) is made and entered into this [insert date] (the “Effective Date”) by and between [insert name] with its principal place of business located at [insert address] (the “Client”) and the Tanzania Forestry Research Institute(TAFORI) with its principal place of business located at Kingolwira P.O. Box 1854, Morogoro (the “Consultant(s)”) (hereinafter referred to individually as a “Party” and collectively as “the Parties”).

WHEREAS, the Client is in the business of [insert description of business];

WHEREAS, the Consultant(s) has expertise in the area of [insert description of the field of expertise];

WHEREAS the Client desires to engage the Consultant(s) to provide certain services in the area of the Consultant(s)’s expertise and the Consultant(s) is desirous and willing to provide such services to the Client;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Engagement and Services

- a) Engagement. The Client hereby engages the Consultant(s) to provide and perform the services outlined in Exhibit A attached hereto (the “Services”), and the Consultant(s) hereby accepts the engagement.
- b) Standard of Services. All Services to be provided by Consultant(s) shall be performed with promptness and diligence in a professional manner and at a level of proficiency to be expected of a Consultant(s) with the background and experience that Consultant(s) has represented it has. The Client shall provide such access to its information, property and personnel as may be reasonably required to permit the Consultant(s) to perform the Services.
- c) Tools, Instruments and Equipment. Consultant(s) shall provide Consultant(s)’s tools, instruments and equipment and place of performing the Services unless otherwise agreed between the Parties.
- d) Representation and Warranty. Consultant(s) represents and warrants to the Client that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement or which may interfere with the performance of the Services.

2. Consultancy Period

- a) Commencement. This Agreement shall commence on the Effective Date and shall remain in effect until the completion of the Services or the earlier termination of this Agreement as provided in Article 2 (b) (the “Consultancy Period”).
 - b) Termination. This Agreement may be terminated by the Client, without cause and liability, by giving [Thirty days] ([30]) calendar days written notice of such termination to the Consultant(s). Either party may terminate this

Agreement by giving [Thirty days] ([30]) calendar days written notice of such termination to the other party in the event of a material breach by the other party. "Material breach" shall include: (i) any violation of the terms of Articles 1 (d), 3, 4, 5, 6, 8, 10 and 11, (ii) any other breach that a Party has failed to cure within [Thirty days] ([30]) calendar days after receipt of written notice by the other party, (iii) the death or physical or mental incapacity of the Consultant(s) or any key person performing the Services on its behalf as a result of which the Consultant(s) or such key person becomes unable to continue the proper performance of the Services, (iv) an act of gross negligence or wilful misconduct of a Party, and (v) the insolvency, liquidation or bankruptcy of a Party.

- c) Effect of Termination. Upon the effective date of termination of this Agreement, all legal obligations, rights and duties arising out of this Agreement shall terminate except for such legal requirements, powers and duties as shall have accrued before the effective date of termination and except as otherwise expressly provided in this Agreement.

3. Consultancy Fee and Expenses

- a) Consultancy Fee. In consideration of the Services to be rendered hereunder, the Client shall pay Consultant(s) a Consultancy fee at the rates as per scales prescribed in Table 1.
- b) Expenses. Consultant(s) shall be entitled to reimbursement for all pre-approved expenses reasonably incurred in the performance of the Services, upon submission and approval of written statements and receipts as per the then regular procedures of the Client.
- c) Payment. The Consultant(s) shall submit to the Client a monthly invoice detailing the Services performed during the preceding month and the amount due. All such invoices shall be due and payable within [Seven days] ([7]) calendar days after receipt thereof by the Client.

4. Work Product and License

- a) Definition; In this Agreement, the term "Work Product" shall mean all work product generated by Consultant(s) solely or jointly with others in the performance of the Services, including, but not limited to, any or all information, notes, material, drawings, records, diagrams, processes, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks and trade secrets.
- b) Ownership; In this Agreement, the term "Ownership" shall have the meaning that the Consultant(s) agrees to assign and does hereby assign to Client all right, title and interest in and to the Work Product. All Work Product shall be the sole and exclusive property of the Client and Consultant(s) shall not have any rights of any kind whatsoever in such Work Product. Consultant(s) agrees, at the request and cost of Client, to promptly sign, execute, make and do all such deeds, documents, acts and things as Client may reasonably require or desire to perfect Client's entire right, title, and interest in and to any Work Product. The Consultant(s) shall not make any use of any of the Work

Product in any manner whatsoever without the Client's prior written consent. All Work Product shall be promptly communicated to the Client.

- c) License; In this Agreement, the term "License" shall mean an event that Consultant(s) integrates any work that was previously created by the Consultant(s) into any Work Product, the Consultant(s) shall grant to, and Client is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to exploit the incorporated items, including, but not limited to, any or all copyrights, patents, designs, trade secrets, trademarks or other intellectual property rights, in connection with the Work Product in any manner that Client deems appropriate. Consultant(s) warrants that it shall not knowingly incorporate into any Work Product any material that would infringe any intellectual property rights of any third party.

5. Confidential Information

- a) Definition; In this Agreement, the term "Confidential Information" shall mean the Work Product and any or all information relating to the Client's business, including, but not limited to, research, developments, product plans, products, services, diagrams, processes, techniques, technology, firmware, software, know-how, designs, ideas, discoveries, inventions, improvements, copyrights, trademarks, trade secrets, customers, suppliers, markets, marketing, finances disclosed by Client either directly or indirectly in writing, orally or visually, to Consultant(s). Confidential information does not include information which: (i) is in or comes into the public domain without breach of this Agreement by the Consultant(s), (ii) owned by the Consultant(s) before receipt from the Client and was not acquired by the Consultant(s) from the Client under an obligation of confidentiality or non-use, (iii) is acquired by the Consultant(s) from a third party, not under an obligation of confidentiality or non-use to the Client; or (iv) is independently developed by the Consultant(s) without the use of any Confidential Information of the Client.
- b) Obligations of Non-Disclosure and Non-Use; Unless otherwise agreed to in advance and writing by the Client, Consultant(s) will not, except as required by law or court order, use the Confidential Information for any purpose whatsoever other than the performance of the Services or disclose the Confidential Information to any third party. The Consultant(s) may disclose the Confidential Information only to those of its employees who need to know such information. Also, before any disclosure of such Confidential Information to any such employee, such employee shall be made aware of the confidential nature of the Confidential Information and shall execute, or shall already be bound by, a non-disclosure agreement containing terms and conditions consistent with the terms and conditions of this Agreement. In any event, the Consultant(s) shall be responsible for any breach of the terms and conditions of this Agreement by any of its employees. Consultant(s) shall use the same degree of care to avoid disclosure of the Confidential Information as it employs concerning its Confidential Information of like importance, but not less than a reasonable degree of care.
- c) Return of Confidential Information; Upon the termination or expiration of this Agreement for any reason, or Client's earlier request, the Consultant(s) will deliver to Client all of Client's property or Confidential Information in a tangible

form that Consultant(s) may have in its possession or control. The Consultant(s) may retain one copy of the Confidential Information in its legal files.

6. Interference with Business

- a. Non-Competition. During the term of this Agreement, Consultant(s) shall engage in no business or other activities which are, directly or indirectly, competitive with the business activities of the Client without obtaining the prior written consent of the Client.
- b. Non-Solicitation. Consultant(s) agrees that for one (1) year after termination of this Agreement, Consultant(s) shall not: (i) divert or attempt to divert from the Client any business of any kind in which it is engaged, including, without limitation, the solicitation of or interference with any of its suppliers or customers, or (ii) employ, solicit for employment, or recommend for employment any person employed by the Client, during the Consultancy Period and for one (1) year thereafter.

7. Insurance

Consultant(s) shall maintain at its sole expense liability insurance covering the performance of the Services by Consultant(s). Such insurance coverage shall have limits and terms reasonably satisfactory to Client, and Client may require Consultant(s) to provide to Client a certificate of insurance evidencing such coverage.

8. Independent Contractor

The Consultant(s) agrees that an independent contractor shall render all Services and that this Agreement does not create an employer-employee relationship between the Consultant(s) and the Client. The Consultant(s) shall have no right to receive any employee benefits provided by the Client to its employees. Consultant(s) agrees to pay all taxes due in respect of the Consultancy Fee and to indemnify the Client in respect of any obligation that may be imposed on the Client to pay any such taxes or resulting from Consultant(s)'s being determined not to be an independent contractor. This Agreement does not authorize the Consultant(s) to act for the Client as its agent or to make commitments on behalf of the Client.

9. Force Majeure

Either party shall be excused from any delay or failure in performance required hereunder if caused because of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labour disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the period equal to the period of such excusable interruption. When such events have abated, the Parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period beyond [Thirty days] ([30]) calendar days, either party shall have the right to terminate this Agreement upon [Thirty days] ([30]) calendar days' prior written notice to the other party.

10. Non-Disclosure

Each of Client and Consultant(s) agrees not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other party except: (i) to its advisors, attorneys or auditors who need to know such information, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party, or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Agreement.

11. Assignment

The Services to be performed by Consultant(s) hereunder are personal and Client has engaged Consultant(s) as a result of Consultant(s)'s expertise relating to such Services. Consultant(s), therefore, agrees that it shall not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty or obligation under this Agreement without the Client's prior written consent. Nothing in this Agreement shall prevent the assignment by the Client of this Agreement or any right, duty or obligation hereunder to any third party.

12. Injunctive Relief

Consultant(s) acknowledges that a violation of Article 5 or 6 would cause immediate and irreparable harm to the Client for which money damages would be inadequate. Therefore, the Client is entitled to injunctive relief for Consultant(s)'s breach of any of its obligations under the said Articles without proof of actual damages and the posting of a bond or other security. Such remedy shall not be deemed to be the exclusive remedy for such violation, but shall be in addition to all other remedies available at law or in equity.

13. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed by the laws of Tanzania, without giving effect to any choice of law or conflict of law provisions. The Parties consent to the "non-exclusive" jurisdiction and venue in the courts of Tanzania.

14. General

This Agreement constitutes the entire Agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or the same provision on another occasion. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision(s) of this Agreement.

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the Parties and enforced as modified. All other terms and conditions of this Agreement shall remain in full force and effect and shall be construed by the modified provision.

15. Survival of Provisions

The following provision of this Agreement shall survive the termination of this Agreement: Articles 2 (c), 3, 4, 5, 6 (b), 7, 8, 10 and 15 and all other provisions of this Agreement that by their nature extend beyond the termination of this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of
[insert name of Client]

Signed for and on behalf of
[TAFORI]

By.....

By

Name

Name

Title.....

Title

CONTACTS

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