

**DIRECTORATE OF RESEARCH
MZUZU UNIVERSITY**

**DESCRIPTION OF THE STANDARD OPERATING
PROCEDURE (SOP) OF INTELLECTUAL PROPERTY UNIT
(IPU) AT MZUZU UNIVERSITY**

August, 2024

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LIST OF ACRONYMS AND ABBREVIATIONS

ACCA	Association of Chartered Certified Accountants
CIP	Centre for Intellectual Property
CODL	Centre for Open and Distance Learning
DoR	Directorate of Research
DVC	Deputy Vice-Chancellor
ICT	Information Communication Technology
IPSC	Intellectual Property Steering Committee
IPU	Intellectual Property Unit
ISO	International Standards Organization
ITTO	Innovation and Technology Transfer Office
MZUNI	Mzuzu University
OdeL	Open, Distance and E-Learning
PMS	Performance Management System
REC	Research Ethics Committee
SOP	Standard Operating Procedures

1.0 INTRODUCTION

Mzuzu University was established in 1997 by Chapter 30:09 of the Laws of Malawi as a public institution of higher learning and research. The objectives of the University are to advance knowledge and to promote wisdom and understanding by engaging in teaching, research, and training by making provision for the dissemination, promotion and preservation of learning; by engaging in such university education, research, and training as is responsive to the needs of Malawi, Africa, and the whole world; by offering education of high university standards; and by providing complimentary services to meet the technological, social and economic needs of individuals and communities in Malawi.

The functions of the University are as follows:

- (a) To encourage the advancement and dissemination of learning and of research;
- (b) To engage in such university education, research, and training as is responsive to the needs of Malawi, Africa and the whole world;
- (c) To provide facilities for higher education, for research, for training, and for advancement of knowledge in such branches of learning and study and for such persons, whether members of the University or not, as the Council may from time to time determine; and
- (d) Subject to the Mzuzu University Act and the Statutes, to award and confer Degrees and Diplomas, and other academic distinctions, including Honorary Degrees and distinctions.

The University is a duo mode Institution with face-to-face and Open, Distance and e-Learning (ODEL). The University offers Certificates, Diplomas, Bachelors, Masters and Doctoral degrees in six Faculties which include: Education; Environmental Sciences; Health Sciences; Tourism, Hospitality, and Management; Science, Technology and Innovation; and Humanities and Social Sciences. The University also has Centers of Excellence in Water and Sanitation (WATSAN), Renewable Energy (TCRET) and ACENUB that promote research activities for faculties, students, and collaborators.

Mzuzu University has a rich history of engaging in technology transfer activities, including:

- (a) Research and Development: Conducting cutting-edge research in various fields, leading to the creation of novel technologies, inventions, and intellectual property.

- (b) Collaborations and Partnerships: Collaborating with industry partners, government agencies, and non-profit organizations to leverage expertise, resources, and networks for technology development and commercialization.

Gaps in the Technology Transfer Process: Despite these efforts, [Institution Name] has identified several gaps in the technology transfer process, including:

- (a) Limited Technology Identification: Challenges in effectively identifying and prioritizing technologies with high commercial potential and market demand.
- (b) Complex IP Management: Managing the complexities of intellectual property, including patent filings, licensing agreements, and IP valuation, with limited resources and expertise.
- (c) Funding Constraints: Securing sufficient funding and investment for technology maturation, prototype development, market validation, and commercialization initiatives.

2.0 ESTABLISHMENT OF A TECHNOLOGY TRANSFER OFFICE (TTO)

In response to these challenges, MZUNI is establishing a Technology Transfer Office (TTO) to streamline and enhance the technology transfer process. The TTO will serve as a centralized hub for:

- (a) Technology Identification: Systematically identifying, evaluating, and prioritizing technologies with commercialization potential through rigorous assessment and market analysis.
- (b) IP Management: Providing expertise in intellectual property management, patent filings, licensing negotiations, IP valuation, and enforcement to protect and monetize innovations.
- (c) Funding Facilitation: Facilitating access to funding sources, grants, venture capital, and investment opportunities to support technology maturation, market validation, and commercialization efforts.

(d) Industry Partnerships: Establishing strategic collaborations, partnerships, and technology transfer agreements with industry players, investors, startups, and entrepreneurs to accelerate technology adoption and market entry.

Through the establishment of the TTO, MZUNI aims to foster a culture of innovation, entrepreneurship, and knowledge transfer, driving economic growth, societal impact, and value creation from its research endeavors. The TTO will play a pivotal role in translating research outcomes into tangible products, services, and solutions that address real-world challenges and benefit communities, industries, and the global marketplace.

3.0 JUSTIFICATION FOR THE ESTABLISHMENT OF A TTO

The establishment of a Technology Transfer Office (TTO) at MZUNI is not only a strategic imperative but also aligns with the institution's overarching goals and objectives. The TTO serves as a catalyst for innovation, economic development, and knowledge transfer, supporting the strategic direction of the research institution in the following ways:

Commercialization and Industry Engagement: The TTO plays a vital role in commercializing innovative technologies developed within the institution, translating research outcomes into tangible products, services, and solutions that benefit society. By fostering industry engagement, strategic partnerships, and technology transfer agreements, the TTO enhances the institution's impact on the local and global economy.

Entrepreneurship and Innovation Ecosystem: The TTO cultivates an entrepreneurship and innovation ecosystem within the institution, empowering researchers, students, and faculty members to pursue entrepreneurial ventures, startups, and spin-off companies based on their innovative ideas and inventions. This fosters a culture of creativity, collaboration, and risk-taking, driving continuous innovation and competitiveness.

IP Management and Protection: With the TTO's expertise in intellectual property (IP) management, patent filings, licensing agreements, and IP valuation, the institution can protect its valuable intellectual assets, generate revenue from licensing deals, and establish a strong IP portfolio that enhances its reputation and competitiveness in the market.

Technology Transfer and Commercialization Support: The TTO facilitates technology transfer and commercialization by providing funding assistance, market analysis, regulatory guidance, prototype development, market validation, and access to industry networks. This accelerates the transition of research discoveries from the laboratory to the marketplace, maximizing the societal impact of the institution's research endeavors.

Regulatory Compliance and National Frameworks: The TTO operates within the framework of national and regulatory guidelines governing technology transfer, IP management, commercialization, and entrepreneurship. It ensures compliance with intellectual property laws, technology transfer policies, ethical standards, export control regulations, and industry-specific requirements, thereby mitigating legal risks and promoting responsible innovation.

References to national or regulatory frameworks that the TTO will support may include:

- Intellectual Property Laws: Compliance with national and international intellectual property laws, such as patent acts, copyright regulations, trademark laws, and trade secret protection mechanisms.
- Technology Transfer Policies: Adherence to government policies, funding agency guidelines, and institutional protocols related to technology transfer, commercialization, and knowledge dissemination.
- Ethical Standards: Commitment to ethical practices, responsible research conduct, data integrity, confidentiality, conflict of interest management, and respect for intellectual property rights.
- Export Control and Licensing: Compliance with export control regulations, technology licensing requirements, and trade compliance measures when transferring technologies with national security implications or dual-use applications.
- Vision 2020 and Vision 2063: Vision 2020 and Vision 2063 outline the long-term development aspirations of Malawi, with Vision 2063 providing a roadmap for transforming Malawi into a prosperous, industrialized, and knowledge-based economy. Technology transfer, research commercialization, and building a vibrant innovation ecosystem are integral to achieving these visions.

- Intellectual Property Act (2016): The Intellectual Property Act of 2016 in Malawi provides the legal framework for the protection and management of intellectual property rights, including patents, copyrights, trademarks, and industrial designs. The TTO would support compliance with this act by ensuring proper IP management, patent filings, licensing agreements, and enforcement of IP rights for innovations developed within the institution.
- National Science and Technology Policy (2013): The National Science and Technology Policy of Malawi provides the strategic framework for promoting and supporting science, technology, and innovation (STI) activities in the country. It emphasizes the importance of technology transfer, commercialization of research outcomes, and collaboration between academia, industry, and government to drive socio-economic development.
- Malawi Innovation Act (Draft): The proposed Malawi Innovation Act, which is currently in draft form, aims to promote innovation, entrepreneurship, and technology commercialization across various sectors. The TTO would support the objectives of this act by fostering innovation ecosystems, supporting startup ventures, providing entrepreneurship training, and facilitating market access for innovative technologies.
- Higher Education Act (2011): The Higher Education Act of 2011 in Malawi governs the operations and activities of higher education institutions, including research, academic programs, and institutional partnerships. The TTO operates within the framework of this act, collaborating with academic departments, researchers, faculty members, and students to promote technology transfer, IP commercialization, and industry engagement.
- Investment and Trade Policies: Malawi's investment and trade policies, including incentives for investors, export promotion strategies, and trade agreements, create opportunities for technology commercialization, foreign investment, and market expansion. The TTO supports initiatives that align with investment and trade policies, facilitating partnerships with local and international investors, industry players, and export-oriented enterprises.

By aligning the establishment of the TTO with strategic objectives, fostering innovation ecosystems, supporting entrepreneurship, ensuring regulatory compliance, and leveraging national frameworks, MZUNI demonstrates its commitment to driving innovation, creating value, and making a positive impact on society through technology transfer and commercialization initiatives

4.0 TARGET USERS

- a) Academic staff: Includes all academicians and visiting scholars or researchers employed by the university permanently or temporarily.
- b) Any person employed by the University who does not fit any other category. Where a student is also an employee, she/he is considered staff with regard to Intellectual Property as a result of his/her employment and as a student with regard to other Intellectual Property created as a result of his/her student work. A full-time non-academic employee who is also taking one or more courses is considered to be staff for the purpose of intellectual property.
- c) Undergraduate, postgraduate and visiting students: Any full-time or part time graduate and post graduate student regardless of whether she/he receives financial aid from the University or from external sources. It is the responsibility of students who are also employees of outside organizations to resolve any conflicts between this policy and provisions of agreements with their employers prior to committing themselves to any undertaking at the University that may involve the development or creation of Intellectual Property.
- d) Post-doctoral researchers: For the purpose of this policy although postdoctoral associates may be hired as staff, they are considered to be in the same category as post-doctoral fellows/trainees because their work is considered to be part of their training.
- e) Former employees, students, staff and all others listed in paragraphs (a-d) above: In the absence of any written agreement to the contrary, intellectual property generated while employed by the University shall be subject to ongoing rights and obligations as though the person is still employed by the University.

- f) Independent contractors or consultants: Persons hired by the University on a limited basis, for a limited purpose as specified in a contract, are considered staff with respect to any intellectual property arising from any use of university resources. The rights and obligations of the parties shall be determined by contract between the University and the contractor.

5.0 LOCATION

The TTO will be physically be located at Mzuzu University, off Karonga M1 Road Luwingu Mzuzu, northern Malawi. The location is the main campus where all administrative tasks are conducted.

6.0 THE SERVICE CHARTER

6.1 Mandate

To facilitating the transfer of innovative research and technology to the commercial sector. This includes managing intellectual property, fostering industry partnerships, supporting startup creation, and promoting economic and societal impact through technology commercialization

6.2 Vision

To become a leading hub for technology transfer, innovation, and entrepreneurship, driving economic growth and societal progress through the successful commercialization of research and development outcomes

6.3 Mission

To facilitating the transfer of innovative research and technology to the market, fostering partnerships with industry, and promoting economic growth and societal impact.

6.4 Objectives

- i) Receive invention disclosure forms from creators;
- ii) Evaluate appropriate creations with regard to their practical and commercial value;
- iii) Conduct novelty searchers to determine if any aspect of IP is in fact new and possibly patentable.

- iv) Provide advice regarding the feasibility, operational processes and marketability of an invention or design;
- v) Advise as to the protection and exploitation of an appropriate creation;
- vi) Refer researchers to Legal Services available if formal agreements,
- vii) Including those relating to confidentiality and any arrangements with third parties, should be entered into;
- viii) Regulate the publication of IP in order to protect the novelty of patentable inventions;
- ix) Responsible for developing guidelines for the labelling of confidential information; and
- x) Procure appropriate specialised intellectual property legal advice for any of the above functions, where required

6.5 Core values

- a) Innovation: Embracing creativity, ingenuity, and novel solutions.
- b) Integrity: Upholding ethical standards, transparency, and accountability.
- c) Collaboration: Fostering partnerships and teamwork across diverse stakeholders.
- d) Excellence: Striving for high-quality outcomes and continuous improvement.
- e) Impact: Seeking to create positive economic, social, and environmental impacts through technology transfer and commercialization

7.0 SERVICES OF THE TECHNOLOGY TRANSFER OFFICE (TTO)

- a) Identify, manage and mitigate risks associated with the use and commercialisation of MZUNI's IP;
- b) Assess the viability of the commercialisation of MZUNI's IP;
- c) Identify and address any potential conflict of interest that may arise with respect to the commercialisation of MZUNI's IP;
- d) Participate in the negotiation of agreements with third parties pertaining to the commercialisation of MZUNI's IP;
- e) Refer to the IP Steering Committee for decision, any contemplated assignment of MZUNI's IP's;
- f) Develop licensing and royalty models for MZUNI's IP;

- g) Conduct freedom-to-operate searches to determine if any technology utilised by MZUNI will infringe the intellectual property rights of a third party;
- h) Manage the sharing of benefits with students and researchers that are creators; and
- i) Monitor the use of IP outside of MZUNI, follow market trends and identify opportunities for commercialisation of MZUNI's IP.

8.0 FIELDS OF SCIENCE AND TECHNOLOGY

TTO will operate in the following areas:

a) Biotechnology and Life Sciences:

- Identifying and protecting intellectual property (IP) related to biotechnological innovations, such as novel therapies, diagnostic tools, and biopharmaceuticals.
- Facilitating technology licensing agreements with biotech companies for further development, clinical trials, and commercialization.
- Supporting researchers in navigating regulatory requirements, ethical considerations, and industry standards in the life sciences sector.
- Collaborating with healthcare institutions, pharmaceutical companies, and biotech startups to accelerate the translation of research discoveries into practical applications.

b) Information Technology and Digital Innovation:

- Managing IP rights for software, algorithms, digital platforms, and other IT innovations developed by researchers and inventors.
- Evaluating market opportunities and potential industry partners for software licensing, technology transfer, and collaborative projects.
- Assisting startups and entrepreneurs in the IT sector with business development, funding strategies, and market validation.
- Promoting cybersecurity measures, data privacy compliance, and technology transfer best practices in the digital realm.

c) Engineering and Manufacturing Technologies:

- Commercializing engineering innovations, such as new materials, manufacturing processes, renewable energy technologies, and infrastructure solutions.
- Partnering with industry leaders, engineering firms, and manufacturers to transfer technology, improve production efficiency, and enhance product design.
- Providing technical expertise, prototyping support, and access to specialized facilities for product development and testing.
- Addressing intellectual property challenges unique to engineering and manufacturing, such as trade secrets protection, design patents, and quality control standards.

d) Environmental and Sustainable Technologies:

- Promoting the transfer of sustainable technologies, clean energy solutions, waste management systems, and eco-friendly practices.
- Collaborating with environmental organizations, government agencies, and green technology startups to address environmental challenges and promote sustainability.
- Facilitating technology licensing agreements for renewable energy projects, water conservation technologies, climate mitigation strategies, and circular economy innovations.
- Supporting researchers in conducting environmental impact assessments, life cycle analyses, and sustainability certifications for their inventions.

e) Healthcare and Medical Devices:

- Managing IP portfolios for medical devices, diagnostic tools, telemedicine solutions, and healthcare innovations.
- Facilitating technology transfer agreements with medical device manufacturers, hospitals, clinics, and healthcare providers.

- Assisting researchers in navigating regulatory pathways, clinical trials, medical approvals, and reimbursement strategies in the healthcare sector.
- Supporting the development of digital health technologies, personalized medicine approaches, and innovative therapies for improving patient outcomes.

9.0 FUNCTIONS OF THE TTO

9.1 Administrative

The functions will include but not limited to:

i) Intellectual Property (IP) Management:

- Collaborate with inventors and researchers to accurately assess the novelty, utility, and patentability of their inventions.
- Coordinate the preparation and filing of patent applications, ensuring compliance with legal requirements and deadlines.
- Manage the prosecution process, including responding to patent office actions, conducting patentability searches, and drafting patent claims.
- Monitor the competitive landscape and conduct IP landscape analyses to identify potential licensing opportunities and commercialization pathways.

ii) Licensing and Commercialization:

- Conduct market research, competitive analysis, and technology assessments to evaluate the commercial potential of university-developed technologies.
- Develop marketing strategies and promotional materials to showcase technologies to potential licensees, investors, and industry partners.
- Negotiate licensing terms, royalty rates, milestone payments, and equity stakes in collaboration with legal and business development teams.
- Facilitate technology transfer agreements, including drafting, reviewing, and executing contracts to protect IP rights and facilitate technology deployment.

iii) Technology Transfer Processes:

- Implement streamlined processes and standardized workflows for handling invention disclosures, patent filings, and licensing negotiations.
- Coordinate review panels, advisory boards, and technology evaluation committees to assess the feasibility, marketability, and strategic value of inventions.
- Provide guidance and support to researchers and faculty members throughout the technology transfer process, from invention disclosure to commercialization.
- Track key milestones, deadlines, and deliverables to ensure timely execution of technology transfer activities and maximize revenue generation.

iv) Contract Management:

- Draft, review, and negotiate a wide range of contracts, including licensing agreements, sponsored research contracts, collaboration agreements, and material transfer agreements.
- Ensure contracts comply with legal requirements, institutional policies, and industry standards, addressing intellectual property rights, confidentiality, indemnification, and liability issues.
- Manage contract negotiations, amendments, and renewals, maintaining accurate records and documentation for audit and compliance purposes.
- Monitor contract performance, resolve disputes, and enforce contractual obligations to protect the interests of the institution and its stakeholders.

v) Financial Management:

- Develop and monitor technology transfer budgets, revenue projections, and financial models to optimize resource allocation and revenue generation.
- Track and reconcile financial transactions related to licensing fees, royalties, equity stakes, and other sources of technology transfer income.

- Collaborate with finance and accounting departments to ensure accurate financial reporting, compliance with accounting principles, and transparency in financial operations.
- Implement cost-recovery mechanisms, fee structures, and revenue-sharing arrangements to support sustainability and reinvestment in technology transfer initiatives.

vi) Data and Information Management:

- Maintain centralized databases, electronic repositories, and information systems for storing and managing intellectual property assets, licensing agreements, and technology transfer records.
- Implement data analytics tools and reporting mechanisms to track technology transfer metrics, monitor performance indicators, and measure the impact of commercialization efforts.
- Ensure data integrity, security, and confidentiality in handling sensitive information, complying with data privacy regulations and institutional data governance policies.
- Provide training, user support, and access controls for staff members, researchers, and external partners using technology transfer information systems and platforms.

vii) Policy Development and Compliance:

- Develop and update technology transfer policies, guidelines, and procedures in collaboration with legal, compliance, and academic stakeholders.
- Ensure compliance with federal regulations, state laws, institutional policies, and industry standards governing technology transfer, intellectual property rights, and research commercialization.
- Conduct training sessions, workshops, and educational programs to raise awareness of technology transfer policies, promote best practices, and foster a culture of innovation and entrepreneurship.

- Establish mechanisms for monitoring and addressing conflicts of interest, export control requirements, research ethics, and other compliance issues related to technology transfer activities.

9.2 Technical

The functions will include but not limited to:

- IP Evaluation and Assessment:
 - Evaluate inventions, discoveries, and innovations disclosed by researchers and faculty members to assess their novelty, utility, and commercial potential.
 - Conduct market research, competitive analysis, and technology assessments to identify market opportunities, industry trends, and potential licensees or collaborators.
 - Collaborate with subject matter experts, industry advisors, and market analysts to evaluate the technical feasibility, scalability, and marketability of IP assets.
- IP Protection and Strategy:
 - Develop MZUNI IP protection strategies tailored to each invention, including patent filings, trademark registrations, copyright applications, and trade secret protection measures.
 - Draft patent specifications, claims, and disclosures to accurately describe the inventive concepts and maximize MZUNI IP protection.
 - Coordinate with external patent attorneys, IP firms, and patent examiners to prosecute patent applications, respond to office actions, and secure IP rights.
 - Develop MZUNI IP portfolio management strategies, including portfolio optimization, licensing strategies, and enforcement actions to safeguard IP assets.
- Technology Licensing and Commercialization:
 - Identify potential licensees, partners, and investors interested in commercializing university-developed technologies.

- Negotiate licensing agreements, collaboration agreements, joint development agreements, and other technology transfer agreements to facilitate technology deployment and commercialization.
- Develop commercialization plans, go-to-market strategies, and product roadmaps in collaboration with industry partners, startups, and investors.
- Facilitate technology transfer activities, including technology demonstrations, pilot projects, field trials, and proof-of-concept studies to validate technology readiness and market acceptance.
- Startup Support and Incubation:
 - Identify entrepreneurial opportunities and support the creation of startups based on university innovations, providing guidance, mentorship, and resources to aspiring entrepreneurs.
 - Facilitate startup formation, business planning, fundraising, and investor relations to accelerate the growth and success of technology-based ventures.
 - Connect startups with incubators, accelerators, venture capital firms, angel investors, and industry networks to access funding, mentorship, and commercialization support.
 - Provide access to laboratory facilities, prototyping equipment, technical expertise, and business development services to support startup development and commercialization efforts.
- Technology Transfer Processes and Policies:
 - Establish and manage technology transfer processes, workflows, and standard operating procedures (SOPs) to streamline MZUNI IP management, invention disclosure, patent prosecution, and licensing activities.
 - Develop technology transfer policies, guidelines, and contractual frameworks to govern MZUNI IP ownership, licensing terms, revenue sharing, conflict resolution, and compliance with legal and regulatory requirements.

- Provide training, education, and awareness programs for researchers, faculty members, students, and staff on technology transfer best practices, IP management, entrepreneurship, and innovation commercialization.
- Conduct regular reviews, audits, and assessments of technology transfer activities to monitor performance, identify areas for improvement, and ensure alignment with strategic objectives and stakeholder expectations.

9.3 Commercial

The functions will include but not limited to:

i) Market Analysis and Technology Assessment:

- Conduct market research, industry analysis, and competitive intelligence to identify market trends, unmet needs, and commercialization opportunities for university-developed technologies.
- Evaluate the commercial potential, market readiness, and scalability of IP assets through technology assessments, feasibility studies, and market validation exercises.
- Collaborate with industry experts, market advisors, and business consultants to assess the market demand, competitive landscape, regulatory environment, and strategic fit for technology commercialization.

ii) Licensing and Technology Transfer:

- Identify potential licensees, partners, and collaborators interested in acquiring or licensing university-developed technologies for commercial use.
- Negotiate licensing agreements, technology transfer agreements, and collaboration agreements to facilitate the transfer of IP rights, know-how, and technical expertise to industry partners.
- Develop customized licensing terms, royalty structures, payment schedules, and performance milestones to maximize revenue generation and incentivize technology adoption and commercialization.
- Facilitate technology transfer activities, including technology demonstrations, pilot projects, field trials, and proof-of-concept studies to

showcase the value proposition and market potential of university innovations.

iii) Startup Incubation and Entrepreneurship Support:

- Support the creation and growth of startups based on university innovations, providing entrepreneurship training, mentorship, and resources to aspiring entrepreneurs.
- Facilitate startup incubation, accelerator programs, and venture competitions to accelerate the development, validation, and commercialization of technology-based ventures.
- Connect startups with funding opportunities, investor networks, business development resources, and industry partnerships to fuel growth, scale operations, and achieve market penetration.
- Provide access to laboratory facilities, prototyping equipment, technical expertise, and business development services to support startup formation and commercialization efforts.

iv) Product Development and Commercialization Strategies:

- Develop commercialization plans, go-to-market strategies, and product roadmaps in collaboration with industry partners, startups, and investors to drive product development and market entry
- Coordinate product testing, validation studies, regulatory approvals, and quality assurance processes to ensure compliance with industry standards, regulatory requirements, and customer expectations.
- Leverage partnerships, alliances, and strategic alliances with industry stakeholders, trade associations, and market influencers to promote technology adoption, market acceptance, and customer engagement.
- Monitor market feedback, user feedback, and performance metrics to iteratively improve products, enhance value propositions, and optimize commercialization strategies for long-term success.

v) Intellectual Property Management and Portfolio Optimization:

- Manage intellectual property (IP) portfolios, patent assets, trademarks, copyrights, and trade secrets to protect, monetize, and leverage IP rights for commercialization purposes.
- Conduct IP valuation, licensing negotiations, patent sales, and IP monetization strategies to generate revenue streams, attract investment, and create value from IP assets.
- Develop IP licensing strategies, royalty structures, revenue-sharing arrangements, and IP monetization models to optimize financial returns, mitigate risks, and maximize the impact of IP commercialization efforts.
- Collaborate with legal, finance, and accounting teams to ensure compliance with IP laws, contractual obligations, financial reporting requirements, and tax implications related to IP management and commercialization activities.

9.4 Legal

The functions will include but not limited to:

i) Intellectual Property Management and Portfolio Optimization:

- Conduct IP audits, patentability assessments, and IP landscape analyses to identify, protect, and manage IP assets generated through research and innovation.
- Draft, file, and prosecute patent applications, trademark registrations, copyright filings, and other forms of IP protection to secure and enforce IP rights.
- Monitor and manage the IP portfolio, including maintenance of IP records, renewals, annuities, and licensing agreements to maximize the value and commercialization potential of IP assets.

ii) Technology Licensing and Transfer Agreements:

- Negotiate, draft, review, and execute technology licensing agreements, technology transfer agreements, collaboration agreements, and joint development agreements with industry partners, startups, and investors.

- Develop customized licensing terms, royalty structures, payment schedules, and performance milestones to protect IP rights, incentivize technology adoption, and ensure compliance with legal and contractual obligations.
- Coordinate due diligence processes, IP clearance assessments, and IP warranties and indemnities to mitigate legal risks, address IP ownership issues, and facilitate technology transfer and commercialization.

iii) Contract Management and Compliance:

- Draft, review, and negotiate a wide range of contracts and legal documents related to technology transfer, IP licensing, research collaborations, sponsored research agreements, material transfer agreements, and consulting agreements.
- Ensure contracts comply with legal requirements, institutional policies, regulatory standards, and industry best practices, addressing IP ownership, confidentiality, indemnification, liability, export control, and data privacy considerations.
- Establish contract management processes, document repositories, and contract templates to streamline contract administration, track contractual obligations, and enforce contractual rights and remedies.

iv) Regulatory and Compliance Support:

- Provide guidance and support on regulatory compliance, export control regulations, technology transfer laws, and intellectual property policies governing technology transfer activities.
- Collaborate with legal counsel, compliance officers, and regulatory experts to navigate legal and regulatory requirements related to IP management, licensing, export controls, research ethics, and industry standards.
- Conduct training sessions, workshops, and educational programs for researchers, faculty members, students, and staff on legal issues, compliance obligations, and risk management strategies in technology transfer and commercialization.

v) Dispute Resolution and Legal Risk Mitigation:

- Manage legal disputes, IP infringement claims, contract disputes, and enforcement actions related to technology transfer agreements, IP rights, and commercialization activities.
- Collaborate with legal counsel, mediators, arbitrators, and litigation support teams to resolve disputes, negotiate settlements, and protect the interests of the institution and its stakeholders.
- Implement legal risk management strategies, risk assessments, and contingency plans to identify, assess, and mitigate legal risks associated with technology transfer, IP management, and commercialization initiatives.

10.0 COMMITTEES TO THE TECHNOLOGY TRANSFER OFFICE (TTO)

10.1 Advisory Board

Membership: MZUNI has appointed the following members

1. Prof Wapulumuka Mulwafu (DVC)
2. Prof Fanuel Kapute (Director of Research)
3. Dr Chrispin Mphande (Faculty technical member/Chair MZUNI REC)
4. Mr. Misheck Banda (IP specialist)
5. Mr. William Maulidi (IP specialist)
6. Mr. Enock Tung'ande (ICT)
7. Mr. Mbachazwa Lungu (Trust Fund Manager)
8. Mr. Bryce Nthala (Ag University Finance Officer)
9. Mr. Lomosi Chinyumba (Library)

10.1.1 Functions

a. Deputy Vice-Chancellor (DVC)

Duties and Responsibilities

(a) Leadership and Management

- (i) Providing innovative leadership to the University geared at the furtherance of the objects of the University;

- (ii) Spearheading strategic planning, policy formulation and implementation targeted at the University and responsive to the needs of Malawi and the world in general;
 - (iii) Reviewing and monitoring implementation of the University policies, plans, programmes and strategies;
 - (iv) Ensuring high standards of discipline among staff members through compliance with staff code of conduct and ethics as well as students' discipline through enforcement of students' rules and regulations governing students' behaviour;
 - (v) Ensuring adherence to administrative, academic and financial policies, rules and regulations;
 - (vi) Representing the University on external bodies;
 - (vii) Preparing and submitting reports to the Council;
- (b) Research, Innovation and Industrialisation
- (i) Ensuring implementation of the University Research Agenda which fosters application of research results to improve knowledge and human welfare;
 - (ii) Facilitating collaborative research projects and innovative research;
 - (iii) Encouraging academic members of staff to embark on investigative research that brings about socio-economic changes in society;
 - (iv) Facilitating international research foundations and collaborative research that can provide funding for capacity building and infrastructure development of the University;
 - (v) Promoting innovation and industrialization as output of research through creation of innovation hubs, guarding of intellectual property rights and establishment of industrial parks.
- (c) Academic Affairs
- (i) Ensuring effective delivery of the core University business by inspiring academic staff, including the administrative and non-academic staff, through implementation of the performance management system (PMS);

- (ii) Stimulating and promoting a culture of quality in teaching, learning and support service delivery to ensure that international standards are met;
 - (iii) Ensuring adherence to standards in development and review of curricula for all programmes;
 - (iv) Promoting postgraduate training;
 - (v) Strengthening the ODeL delivery mode and enhancing student support services;
- (d) Visibility and Publicity
- (i) Providing leadership for the development and execution of a comprehensive strategic communication plan to enhance the University's position, reputation and brand;
 - (ii) Marketing the University by giving desirable visibility through interaction with Government, the public, the donor community and the outside world on higher education issues;
 - (iii) Reaching out to communities both local and internationally, raising awareness of the University's impact and international credentials.
- (e) Financial/Business Management
- (i) Reaching out to communities both local and internationally, raising awareness of engaging in aggressive resource mobilisation and ensuring funds raised by the University and those provided by Government are properly deployed and managed;
 - (ii) Demonstrating practical experience and the flare to engage the private and public institutions so that industry participates in supporting higher education, research and product development.
- (f) Quality Assurance
- (i) Setting and monitoring the implementation of institutional standards so that the quality of the graduates is consistent with both regional and international expectations;
 - (ii) Championing the process of obtaining ISO certification;

- (iii) Ensuring the University develops and maintains a culture of continuous improvement;
- (iv) Establishing a conducive environment for nurturing a culture of excellence and professional development in all staff and students; and
- (v) Enforcing compliance to set standards and requirements for registration and accreditation with national and international regulatory bodies.

b. Director of Research

Duties and Responsibilities

(a) Research and Management

- (i) Promoting and facilitating leading-edge, including collaborative and interdisciplinary research, in areas related to the goals of the University in particular and the nation in general;
- (ii) Building, and providing sufficient support for a community of innovative researchers to enhance research capacity at the university and to increase internal and external research opportunities for faculty, post-doctoral fellows, and graduate students;
- (iii) Providing interdisciplinary research training and mentoring for undergraduate and graduate students; and regularly communicating research centre activities and opportunities for faculty and students' involvement;
- (iv) Overseeing the formulation, development and implementation of the Centre's policies, long term strategy, business plans;
- (v) Managing the research plan effectively and efficiently while ensuring that accepted standards of research and ethical behaviour are met;
- (vi) Overseeing the process of formulating annual work-plans and budget for the Centre;
- (vii) Providing leadership for improved research activities, appraising performance of staff in the Centre to ensure effective implementation of performance management systems;

- (viii) Representing the interests of the directorate internally with senior academic administration;
 - (ix) Advising the Vice-Chancellor, other line managers and committees on research activities;
 - (x) Servicing Research and Publications Committee and Mzuzu University Research Ethics Committee.
- (b) Visibility and Publicity
- (i) Developing networks between the University and researchers in the public and private sectors, locally, nationally and internationally;
 - (ii) Acting as the nexus between the University and the community with respect to research initiatives of mutual benefit;
 - (iii) Developing mutually beneficial linkages with industry in order to develop partnerships and collaborative research;
 - (iv) Transferring knowledge to society through outreach (collaborative research, seminars, workshops, lectures, websites and publications) and, where applicable, through technology transfer (collaborative research, contract work, and commercialization of intellectual property);
 - (v) Developing strong linkages with appropriate academic departments and adding value in supporting faculty and student recruitment and retention by enriching the research environment; advancing curriculum; informing the teaching of colleagues; mounting workshops and seminars.
- (c) Financial/Business Management
- (i) Facilitating fund raising for research conducted by university;
 - (ii) Overseeing consultancy initiatives in the University; and
- (d) Quality Assurance
- (i) Enhancing the reputation of the directorate and the university by ensuring undertaking of quality research and communicating that research to the society.

c. Director of ICT

Duties and Responsibilities

- (a) ICT and Management
 - (i) Providing strategic leadership and overall management of ICT services to meet the needs of the University;
 - (ii) Developing, implementing, monitoring and reviewing ICT strategies, policies, procedures and regulations as well as security and control structures in line with the University's objectives;
 - (iii) Providing a company-wide source of expertise on ICT to ensure that managers and staff have the best possible information for effective decision-making and accessing data;
 - (iv) Developing and implementing a comprehensive and effective help desk service to provide technical support to systems users;
 - (v) Maintaining an up-to-date knowledge of all developments relevant to information technology and cyber security and upgrade internal systems as necessary;
 - (vi) Ensuring the University complies with local and international ICT regulations and standards;
 - (vii) Overseeing the management of all data and information flows within the University to ensure that comprehensive and accurate management information is available as required;
 - (viii) Planning and leading and monitoring implementation of ICT activities;
 - (ix) Defining minimum specifications and standards of ICT equipment and services to be procured to ensure efficient and quality services;
 - (x) Proactively managing ICT risks;
 - (xi) Proactively searching and sourcing new technologies which will provide opportunities to best meet changing business needs;
 - (xii) Instituting, reviewing and monitoring disaster recovery procedures;

- (xiii) Advising the University management on emerging technologies with a view to align the operations with current trends;
- (xiv) Providing leadership for improved ICT activities, appraising performance of staff in the directorate to ensure effective implementation of performance management systems;
- (b) Visibility and Publicity
 - (i) Engaging and managing relationships with internal and external clients and stakeholders; and
- (c) Financial/Business Management
 - (i) Mobilizing resources and monitoring its effective, efficient and economic utilization in advancing ICT services in the University.

d. Intellectual Property Specialist

Duties and Responsibilities

- (i) Ensuring that research and development appropriately support intellectual property protection;
- (ii) Promoting awareness of IP and providing IP training to researchers;
- (iii) Driving commercialization of IP through licensing;
- (iv) Supporting collaborative research with industry, and assisting researchers in securing funding to advance research results in a commercial direction
- (v) Collaborating with the University's Corporate Affairs to disseminate information about promising technologies and successes in technology transfer;
- (vi) Developing and implementing relevant strategy and policy at a university-wide level;
- (vii) Advising the University management on all aspects of IP and technology transfer;
- (viii) Working with scientists to ensure that the research supports claims made in patents and filing deadlines;

- (ix) Considering patentable subject matter and expanding research parameters to support broader claims;
- (x) Designing experiments and research to validate claims made but not fully embellished in patent applications;
- (xi) Providing advice on research and development efforts to maximize return on investment;
- (xii) Identifying opportunities for improvement of patent intellectual property risks and opportunities;
- (xiii) Keeping abreast of changes to patent laws and case law by among others attending to patent conferences, conduct research and subscribing to web-site;
- (xiv) Identifying commercial applications of research findings, as required;
- (xv) Evaluating internal invention disclosures and verify that invention disclosure statements are in line with intellectual property strategy; and
- (xvi) Reviewing University research for inventions and conducting research audit.

e. Senior Library Assistant

Duties and Responsibilities

- (i) Responding to routine inquiries, and refer patrons in need of professional assistance to librarians;
- (ii) Instructing patrons on how to use reference sources, card catalogue, and automated information systems;
- (iii) Assisting clients locate library materials, including books, periodicals, tape cassettes, Braille volumes, and pictures;
- (iv) Registering new patrons and issue borrower identification cards that permit patrons to borrow books and other materials;
- (v) Updating patrons' records on computers;
- (vi) Lending and collecting books, periodicals, videotapes, and other materials at circulation desks;

- (vii) Inspecting returned books for condition and due-date status, and compute any applicable fines;
- (viii) Maintaining records of items received, stored, issued, and returned, and file catalogue cards according to system used;
- (ix) Providing assistance to librarians in the maintenance of collections of books, periodicals, magazines, newspapers, and audio-visual and other materials;
- (x) Taking action against disruptive or problem patrons; and
- (xi) Assisting in the preparation of book displays.

f. Trust Fund Manager

Duties and Responsibilities

(a) General Management

- (i) Coordinating performance management system in the Trust Fund;
- (ii) Organizing Board Meetings and overseeing implementation of Board resolutions;
- (iii) Servicing Board and committee meeting;

(b) Business Leadership

- (i) Formulating investment project proposals and overseeing their implementation;
- (ii) Providing guidance to the Board of Trustees to invest in profitable business initiatives as guided by the Trust Deed;
- (iii) Initiating local fund-raising initiatives in the short term;
- (iv) Ensuring that all donations made to the Trust Fund are properly accounted for;
- (v) Ensuring that the accounts of the Trust Fund are properly audited on annual basis;
- (vi) Preparing and presenting financial, investment and other reports;
- (vii) Overseeing the day-to-day business operations of the Trust Fund; and

(c) Networking

- (i) In liaison with Trustees, spearheading dialogue and interface with potential local and international benefactors in the public and private domains, including the

diplomatic circles to solicit both long and short-term financial support to the Trust Fund for the benefit of the University.

g. Lecturer

Duties and Responsibilities

- (i) Participating in developing and reviewing of curriculum;
- (ii) Developing and reviewing teaching and learning materials;
- (iii) Providing effective tuition, assessment and supervision to students at various levels;
- (iv) Initiating and undertaking research projects, consultancies, and outreach activities;
- (v) Developing and promoting adoption and adaptation of various new technologies and concepts in teaching and learning;
- (vi) Developing and implementing resource mobilization strategies;
- (vii) Facilitating mentoring of Assistant Lecturers and students;
- (viii) Publishing and disseminating research results;
- (ix) Representing the departments in different fora; and
- (x) Preparing and submitting reports.

h. Finance Officer

Duties and Responsibilities

(a) Finance Management

- (i) Providing strategic financial leadership to the University to ensure that it achieves its objectives;
- (ii) Developing and reviewing financial policies, plans, strategies, procedures and regulations;
- (iii) Controlling and enforcing financial management procedures;
- (iv) Implementing a system of accounting and financial controls that comply with Public Finance Management policies and standards and financial regulations;

- (v) Ensuring that all financial, corporate, legal requirements and obligations are complied with and consistently applied;
 - (vi) Coordinating and facilitating the development of budget estimates for the University and regulating expenditure to ensure conformity with approved budgets, existing regulations and grants contract;
 - (vii) Developing, implementing and maintaining sound financial management and control systems, policies and procedures;
 - (viii) Reviewing final accounts and engaging external auditors to conduct audits as and when they are due;
 - (ix) Overseeing management of assets insurance and pension portfolios;
 - (x) Preparing final accounts and reports timely and presenting to the Council in liaison with the Vice-Chancellor;
 - (xi) Producing monthly, quarterly and annual financial reports on the performance of the department for management information and decision making;
 - (xii) Supporting resource mobilization and ensuring funds raised through projects and research are properly used;
- (b) General Management
- (i) Providing secretarial services to the Finance Committee of the Council in collaboration with the University Registrar;
 - (ii) Coordinating performance management system in the Department of Finance;
- (c) Networking
- (i) Ensuring a close working relationships with external stakeholders such as auditors, suppliers, financial institutions, providers of tuition and scholarships, regulatory bodies and others.

10.2 Technology Review Committee

The committee will be composed by

1. Prof. Wapulumuka Mulwafu (DVC)
2. Prof Fanuel Kapute (Director of Research)
3. Mr. Enock Tung'ande (ICT)
4. Mr. Mbachazwa Lungu (Trust Fund Manager)
5. Dr Chrispin Mphande (Faculty technical member/Chair MZUNI REC)
6. Mr. Bryce Nthala (Ag University Finance Officer)
7. Mr. Lomosi Chinyumba (Library)
8. Mr. Misheck Banda (IP specialist)
9. Mr. William Maulidi (IP specialist)

Functions of the Review Committee

The committee will be responsible for:

1. Evaluate Technology Disclosures:
 - Review technology disclosures submitted by researchers, faculty members, and inventors to assess the novelty, inventiveness, feasibility, and commercial potential of inventions and innovations.
 - Evaluate the technical merits, market opportunities, competitive landscape, and industry relevance of technology disclosures to determine their strategic value and commercialization potential.
2. Assess Patentability and IP Protection:
 - Conduct patentability assessments, prior art searches, and IP landscape analyses to evaluate the patentability, freedom-to-operate, and IP protection strategies for disclosed inventions and discoveries.
 - Assess the adequacy of intellectual property protection measures, such as patent filings, trademark registrations, copyright applications, and trade secret protections, to safeguard the IP rights of university innovations.

3. Recommend IP Management Strategies:
 - Recommend IP management strategies, including patent filings, patent licensing, technology transfer agreements, and commercialization pathways, based on the TRC's assessment of technology disclosures and IP protection needs.
 - Provide guidance on IP ownership, licensing options, royalty structures, revenue-sharing arrangements, and IP monetization strategies to optimize the commercialization and financial outcomes of university-developed technologies.
4. Evaluate Commercialization Opportunities:
 - Identify and evaluate commercialization opportunities, market trends, industry partnerships, and licensing prospects for university-developed technologies within targeted sectors and application areas.
 - Assess the market readiness, scalability, regulatory considerations, and industry acceptance of technologies to inform commercialization strategies, go-to-market plans, and investment decisions.
5. Review Startup and Venture Opportunities:
 - Evaluate startup and venture opportunities based on technology disclosures, business plans, market analyses, financial projections, and entrepreneurial potential to support the creation and growth of technology-based startups.
 - Provide feedback, mentorship, and support to startup founders, entrepreneurs, and venture teams in developing business models, securing funding, and navigating the startup ecosystem.
6. Monitor Technology Transfer Progress:
 - Monitor the progress of technology transfer initiatives, patent prosecution activities, licensing negotiations, startup incubation programs, and commercialization efforts to track milestones, outcomes, and impact metrics.

- Provide oversight, guidance, and strategic direction to ensure the effective execution of technology transfer and commercialization strategies aligned with organizational goals and stakeholder expectations.

7. Collaborate with Stakeholders:

- Collaborate with internal stakeholders, including researchers, faculty members, TTO staff, legal counsel, business development teams, and administrative personnel, to facilitate technology transfer processes, IP management activities, and commercialization strategies.
- Engage external stakeholders, industry partners, investors, venture capitalists, government agencies, and regulatory bodies to explore collaboration opportunities, funding sources, market insights, and industry connections that support technology transfer and commercialization objectives.

8. Provide Recommendations and Reports:

- Prepare and present recommendations, reports, and decision memos to TTO leadership, governing boards, advisory committees, and external stakeholders on technology review outcomes, IP management strategies, commercialization opportunities, and startup support initiatives.
- Communicate effectively with stakeholders, provide updates on TRC activities, solicit feedback, and collaborate on strategic initiatives to enhance the impact and success of technology transfer and commercialization efforts.

10.3 Technology Commercialization Committee

The committee will be composed by

1. Prof. Wapulumuka Mulwafu (DVC)
2. Prof Fanuel Kapute (Director of Research)
3. Mr. Enock Tung'ande (ICT)
4. Mr. Mbachazwa Lungu (Trust Fund Manager)
5. Dr Chrispin Mphande (Faculty technical member/Chair MZUNI REC)
6. Mr. Bryce Nthala (Ag University Finance Officer)
7. Mr. Lomosi Chinyumba (Library)
8. Mr. Misheck Banda (IP specialist)
9. Mr. William Maulidi (IP specialist)

Functions of the Technology Commercialization Committee

The committee will be responsible for:

1. Strategic Planning and Oversight:
 - Develop and implement strategic plans, goals, and objectives for technology commercialization initiatives aligned with the TTO's mission, vision, and organizational priorities.
 - Provide oversight, guidance, and direction on technology commercialization strategies, priorities, resource allocation, and performance metrics to ensure alignment with institutional goals and stakeholder expectations.
2. Evaluate Commercialization Opportunities:
 - Evaluate technology disclosures, inventions, and innovations to identify commercialization opportunities, market potential, industry relevance, and revenue generation prospects.
 - Assess the feasibility, scalability, market readiness, and competitive advantage of IP assets to inform commercialization strategies, licensing decisions, and startup support initiatives.

3. Facilitate IP Protection and Licensing
 - Develop IP protection strategies, patent filings, trademark registrations, and copyright applications to safeguard and monetize IP assets through licensing agreements, technology transfer agreements, and IP monetization models.
 - Negotiate licensing terms, royalty structures, payment schedules, and revenue-sharing arrangements with industry partners, startups, investors, and licensees to maximize the financial return and societal impact of IP commercialization.
4. Support Startup Formation and Growth:
 - Identify and support technology-based startups, spin-offs, and ventures emerging from university innovations through startup incubation, mentorship programs, funding guidance, and access to resources, facilities, and networks.
 - Provide entrepreneurship training, business development support, market validation, and investor matchmaking to accelerate the growth, scalability, and success of startup ventures.
5. Manage Technology Transfer Processes:
 - Develop and implement technology transfer processes, workflows, and standard operating procedures (SOPs) to streamline IP management, licensing negotiations, patent prosecution, and commercialization activities.
 - Coordinate technology transfer activities, including technology demonstrations, pilot projects, field trials, and proof-of-concept studies to validate technology readiness, market acceptance, and customer adoption.
6. Provide Education and Awareness:
 - Conduct training sessions, workshops, seminars, and educational programs to raise awareness, build capacity, and foster a culture of innovation, entrepreneurship, and technology commercialization within the academic community.

- Educate researchers, faculty members, students, and staff on IP rights, technology transfer best practices, commercialization pathways, funding opportunities, and industry engagement strategies.
7. Monitor Performance and Impact:
 - Monitor and evaluate the performance, outcomes, and impact of technology commercialization efforts, including IP licensing revenue, startup success metrics, industry collaborations, job creation, and economic contributions.
 - Collect and analyze data, metrics, and feedback to assess the effectiveness, efficiency, and sustainability of technology commercialization initiatives and inform continuous improvement efforts.
 8. Promote Industry Collaboration and Partnerships:
 - Cultivate partnerships, collaborations, and alliances with industry stakeholders, corporations, startups, venture capitalists, accelerators, and government agencies to leverage resources, expertise, and market networks for technology commercialization.
 - Facilitate joint ventures, research collaborations, technology transfer agreements, and strategic alliances that enhance the commercialization potential, market reach, and impact of university-developed technologies.

10.4 Meetings of the committees

The meetings will be determined by

1. Scheduled Meeting Cycles: Committees will be meeting quarterly depending on the nature of their responsibilities, the volume of work, and the urgency of decision-making.
2. Agenda and Workload: The need for a committee meeting may arise based on the agenda items and workload that require discussion, review, decision-making, or action planning. Meetings will be scheduled when there are specific topics, projects, or issues that require the attention of committee members.

3. Milestone Events: Committee meetings may coincide with milestone events or critical stages in technology transfer and commercialization processes, such as technology disclosures, patent filings, licensing negotiations, startup launches, or project milestones.
4. Emergent Issues: Meetings may be called on an ad-hoc basis to address emergent issues, urgent decisions, or time-sensitive matters that cannot wait until the next scheduled meeting. These meetings will be organized to respond to specific challenges or opportunities.
5. Strategic Planning and Review: Committees will convene for strategic planning sessions, annual reviews, performance evaluations, or goal-setting exercises to assess progress, review metrics, and align strategies with organizational objectives.
6. Stakeholder Availability: The availability and schedules of committee members, key stakeholders, subject matter experts, and invited guests may also influence the timing of meetings by these relevant committees. Hence efforts will be made to accommodate the availability of participants to ensure meaningful participation and engagement.
7. Compliance and Reporting: Committee meetings may be scheduled to fulfill compliance requirements, reporting obligations, regulatory reviews, or governance responsibilities related to technology transfer, IP management, and commercialization activities.
8. External Factors: External factors, such as market trends, industry developments, regulatory changes, funding opportunities, and partnership opportunities, may also influence the timing of committee meetings under the office of TTO to capitalize on strategic opportunities or address emerging challenges.

11.0 TECHNOLOGY TRANSFER OFFICE (TTO) SECRETARIAT

11.1 Head of the TTO

Employment Status: *Fulltime (Director of Research - Acting)*

Roles:

- i) Developing and implementing strategic plans for technology transfer activities in alignment with the organization's goals and objectives.
- ii) Managing the intellectual property portfolio of the organization, including patents, copyrights, trademarks, and trade secrets. This involves assessing the value of IP, filing for protection, and ensuring proper licensing and commercialization.
- iii) Negotiating and executing licensing agreements, contracts, and collaborations with industry partners, startups, and other stakeholders for the transfer of technology and commercialization of IP.
- iv) Providing support and guidance to researchers, inventors, and entrepreneurs in commercializing their innovations, which may include market analysis, business development, and access to funding and resources.
- v) Evaluating the commercial potential of new technologies and innovations developed within the organization, conducting market research, and identifying opportunities for technology transfer and monetization.
- vi) Ensuring compliance with relevant laws, regulations, and policies related to technology transfer, intellectual property rights, export control, and confidentiality agreements.
- vii) Building and maintaining relationships with external partners, industry stakeholders, investors, and government agencies to foster collaborations, attract funding, and promote technology transfer activities.
- viii) Managing budgets, grants, and funding related to technology transfer initiatives, optimizing revenue generation from IP assets, and monitoring financial performance and outcomes.

- ix) Leading and managing a team of professionals within the TTO, including technology transfer specialists, legal experts, business development professionals, and administrative staff.
- x) Providing regular reports and updates to senior management, stakeholders, and governing bodies on technology transfer activities, outcomes, and impact assessment

11.2 Technology transfer officer – Commercialization

Employment Status: *Fulltime (Mr Mbachazwa Lungu – Trust Fund Manager – Acting)*

Roles

- i) Conducting market research and analysis to assess the commercial potential of new technologies and innovations. This includes identifying market trends, potential customers, competitors, and market size to determine the feasibility of commercialization.
- ii) Collaborating with industry partners, startups, and investors to explore opportunities for commercializing IP. This involves identifying potential licensing or collaboration opportunities, negotiating agreements, and fostering relationships to facilitate technology transfer.
- iii) Leading negotiations for licensing agreements, contracts, and collaborations with external partners. This includes determining licensing terms, royalty rates, payment structures, and other commercial terms to maximize revenue from IP assets.
- iv) Working closely with legal experts to manage the organization's intellectual property portfolio. This includes assessing the value of IP, filing for protection (e.g., patents, copyrights, trademarks), enforcing IP rights, and ensuring compliance with licensing agreements.
- v) Supporting the creation and growth of startup companies or spin-offs based on IP developed within the organization. This may involve providing business incubation services, mentoring entrepreneurs, facilitating access to funding and resources, and guiding startup development.

- vi) Promoting technology transfer and commercialization activities within the organization and to external stakeholders. This includes showcasing technologies at industry events, conferences, and networking forums, as well as marketing IP assets to potential licensees or investors.
- vii) Conducting financial analysis and valuation of IP assets to determine their market value and potential return on investment. This includes assessing the financial feasibility of commercialization strategies and evaluating risks and rewards associated with different commercialization pathways.
- viii) Ensuring compliance with legal, regulatory, and ethical requirements related to technology transfer and commercialization. This includes managing risks associated with IP infringement, confidentiality, export control, and contractual obligations.
- ix) Evaluating the impact of commercialization efforts on the organization's mission, goals, and stakeholders. This may involve measuring outcomes such as revenue generation, job creation, industry partnerships, and societal benefits resulting from technology transfer activities.

11.3 Technology transfer officer - Operations

Employment Status: *Fulltime (Dr Crispin Mphande - Acting)*

Roles

- i) Developing and implementing operational workflows and processes for technology transfer activities, including invention disclosures, patent filings, licensing negotiations, and contract execution.
- ii) Maintaining accurate and up-to-date records of intellectual property (IP) assets, licensing agreements, contracts, and related documentation in a centralized database. This includes managing confidentiality agreements, compliance documents, and patent portfolios.
- iii) Facilitating the disclosure of new inventions and innovations by researchers and inventors within the organization. This involves evaluating the commercial potential

of disclosed technologies, conducting preliminary patent searches, and assessing market demand.

- iv) Collaborating with legal experts to develop and implement intellectual property protection strategies. This includes filing patent applications, managing patent prosecution, responding to office actions, and maintaining IP rights globally.
- v) Developing marketing strategies and promotional materials to showcase IP assets and technology transfer opportunities to potential licensees, investors, and industry partners. This may involve creating technology summaries, presentations, and marketing campaigns.
- vi) Managing the negotiation, execution, and administration of licensing agreements, contracts, and collaborations with external parties. This includes drafting agreement terms, negotiating royalties, monitoring compliance, and resolving contractual issues.
- vii) Collaborating with finance and budgeting teams to manage financial aspects of technology transfer operations. This includes budget planning, expenditure tracking, revenue forecasting, and financial reporting related to licensing revenues and expenses.
- viii) Providing training, workshops, and educational resources to researchers, faculty members, and staff on intellectual property, technology transfer processes, commercialization strategies, and best practices in innovation management.
- ix) Facilitating collaboration and engagement with internal stakeholders such as researchers, legal teams, business development professionals, and external stakeholders including industry partners, investors, government agencies, and technology transfer networks.
- x) Identifying opportunities for process improvement, efficiency enhancement, and innovation in technology transfer operations. This includes implementing feedback mechanisms, evaluating performance metrics, and adopting best practices from the industry.

11.4 Intellectual property specialist

Employment Status: *Fulltime (Mr Mischeck Banda – Acting)*

Roles

- i) Managing the organization's portfolio of intellectual property assets, including patents, trademarks, copyrights, and trade secrets. This involves maintaining accurate records, monitoring deadlines for renewals and maintenance fees, and ensuring the overall health and integrity of the IP portfolio.
- ii) Conducting comprehensive patent searches to assess the novelty and patentability of new inventions. This includes analyzing prior art, reviewing existing patents in relevant technology areas, and providing guidance on the patentability of inventions.
- iii) Collaborating with inventors and legal teams to draft patent applications that effectively protect inventions. This includes preparing patent specifications, claims, and drawings, as well as managing the patent prosecution process with patent offices to secure granted patents.
- iv) Managing trademark and copyright assets, including registration, maintenance, and enforcement. This involves conducting trademark searches, filing trademark applications, monitoring trademark usage, and addressing copyright infringement issues.
- v) Negotiating and drafting IP licensing agreements, technology transfer agreements, and collaboration agreements with external parties. This includes defining licensing terms, royalty rates, exclusivity rights, and other contractual provisions related to IP use and commercialization.
- vi) Assisting in enforcing intellectual property rights through legal actions such as cease and desist letters, infringement litigation, and dispute resolution. This may involve working with legal counsel, gathering evidence, and providing technical expertise in IP-related legal proceedings.
- vii) Developing and implementing strategic plans for managing and leveraging intellectual property assets to support business goals. This includes assessing

competitive landscapes, identifying opportunities for IP monetization, and aligning IP strategies with overall business strategies.

- viii) Providing education, training, and awareness programs to internal stakeholders on intellectual property fundamentals, best practices in IP management, and legal aspects of IP protection. This helps enhance IP awareness and compliance within the organization.
- ix) Conducting IP due diligence assessments for mergers, acquisitions, partnerships, and investment opportunities. This includes evaluating the strength and value of IP assets, assessing risks and liabilities, and providing recommendations for IP-related transactions.
- x) Supporting technology transfer and commercialization efforts by evaluating the commercial potential of inventions, assisting in licensing negotiations, and facilitating IP-related aspects of collaborations with industry partners, startups, and research institutions.

11.5 Knowledge Management and Learning Specialist

Employment Status: *Fulltime (Mr William Maulidi - Acting)*

Roles

- i) Facilitating the capture, organization, and documentation of valuable knowledge assets within the TTO, including intellectual property, best practices, lessons learned, and research findings. This involves developing knowledge repositories, databases, and documentation systems.
- ii) Promoting knowledge sharing and collaboration among TTO staff, researchers, inventors, and external stakeholders. This includes organizing knowledge sharing sessions, workshops, and forums to exchange ideas, experiences, and insights related to technology transfer and commercialization.
- iii) Managing information resources, including scientific literature, market reports, industry trends, and regulatory updates relevant to technology transfer activities.

This includes curating information sources, conducting information searches, and disseminating relevant information to stakeholders.

- iv) Designing and delivering learning and development programs for TTO staff and stakeholders on topics such as intellectual property, technology commercialization, entrepreneurship, and innovation management. This includes developing training materials, conducting workshops, and facilitating online learning platforms.
- v) Providing support and guidance to researchers, inventors, and entrepreneurs in developing innovative solutions, navigating the commercialization process, and accessing resources for innovation funding, incubation, and mentorship.
- vi) Developing and implementing knowledge transfer strategies to transfer research outcomes, technologies, and best practices from academic and research institutions to industry partners, startups, and the market. This may involve developing technology transfer roadmaps, licensing strategies, and commercialization plans.
- vii) Establishing metrics and key performance indicators (KPIs) to evaluate the effectiveness of knowledge management and learning initiatives within the TTO. This includes measuring outcomes such as knowledge retention, adoption of best practices, successful technology transfers, and impact on innovation ecosystem.
- viii) Collaborating with internal and external stakeholders, including academic departments, research centers, industry partners, government agencies, and funding organizations, to facilitate knowledge exchange, collaborative research projects, and technology transfer activities.
- ix) Identifying opportunities for continuous improvement in knowledge management processes, learning programs, and collaboration strategies within the TTO. This include gathering feedback, conducting assessments, and implementing enhancements to optimize knowledge sharing and learning outcomes.

11.6 Finance officer

Employment Status: *Fulltime (Mr. Bryce Nthara Ag University Finance Officer – Acting)*

Roles

- i) Developing and managing budgets for technology transfer activities, including IP protection, marketing, licensing, and commercialization efforts. This includes forecasting financial needs, allocating resources efficiently, and monitoring budget performance.
- ii) Conducting financial analysis and assessments of technology transfer projects and initiatives. This includes evaluating the financial feasibility, return on investment (ROI), and potential risks associated with commercializing intellectual property assets.
- iii) Identifying opportunities for revenue generation from intellectual property assets, licensing agreements, royalties, and other commercialization avenues.
- iv) Managing grants, funding awards, and sponsorships related to technology transfer projects. This includes monitoring grant compliance, reporting financial outcomes to funding agencies, and seeking additional funding opportunities.
- v) Collaborating with legal and business development teams to negotiate and review financial terms in licensing agreements, contracts, and collaborations with external partners. Ensuring compliance with financial clauses, royalty payments, and contractual obligations.
- vi) Preparing and presenting financial reports, statements, and analysis to senior management, stakeholders, and governing bodies. This includes financial performance indicators, budget variance analysis, and revenue projections related to technology transfer activities.
- vii) Assessing financial risks associated with technology transfer projects, market fluctuations, regulatory changes, and intellectual property management. Developing risk mitigation strategies and implementing financial controls to safeguard assets and investments.

- viii) Ensuring compliance with tax regulations, accounting standards, and financial reporting requirements for technology transfer activities. Collaborating with accounting professionals to maintain accurate financial records and filings.
- ix) Allocating financial resources effectively to support technology transfer operations, staffing needs, infrastructure enhancements, and strategic initiatives. Prioritizing investments based on ROI, impact, and organizational goals.
- x) Contributing to the development of strategic plans and initiatives related to technology transfer, innovation, and commercialization. Providing financial insights, recommendations, and support to align financial strategies with overall organizational objectives

12.0 STAKEHOLDERS

12.1 Internal Stakeholder

12.2 Direct Stakeholders

- Students
- Lectures
- Management
- Council
- Finance department
- Faculties
- Departments
- Centre of Excellence
- Incubation Hubs

12.3 Indirect Stakeholders

- Procurement
- Projects and Estate department
- Audit department
- Business Units – i.e. Trust fund

12.4 External Stakeholders

- Industry Partners and Companies
- Venture Capitalists and Investors
- Government Agencies and Funding Organizations
- Research Institutions and Universities
- Legal and Intellectual Property (IP) Professionals
- Business Incubators and Accelerators
- Professional Associations and Networks
- Non-Profit Organizations and NGOs
- Media and Public Relations
- International Partners and Global Networks

13.0 FUNDING FOR THE TECHNOLOGY TRANSFER OFFICE

The TTO will rely on a combination of internal and external funding sources. Some of the sources will include but not limited to:

- a) Internal Allocations: This will include allocation from the University.
- b) Grants and Funding: TTO will seek funding from government agencies, research funding organizations, and grant programs that support technology transfer, innovation, and commercialization initiatives through resource mobilization initiatives.
- c) Corporate Partnerships and Sponsorships: TTO will collaborate with industry partners, companies, and corporate sponsors to access funding, resources, and expertise for technology transfer projects, research collaborations, and commercialization ventures. These partnerships will involve joint funding for R&D projects, technology licensing agreements, or sponsorship of innovation programs.
- d) Licensing Revenues: TTO will generate revenue through licensing agreements, royalties, and equity stakes in startups or spin-offs based on intellectual property (IP) assets developed within the organization.
- e) Venture Capital and Investment: TTO will attract venture capital investment, angel funding, or venture philanthropy to support the commercialization of technologies, spin-

off companies, and entrepreneurial ventures emerging from research and innovation activities.

- f) Industry Contracts and Consulting Services: TTO will offer consulting services, contract research, and technology transfer services to industry partners, generating revenue through service fees, project contracts, and consulting agreements. These income streams contribute to the overall funding of TTO operations.
- g) Participation in Funding Programs: MZUNI TTO will participate in funding programs such as business competitions, innovation challenges, accelerator programs, and grant competitions hosted by external organizations, investor groups, and government agencies.
- h) Revenue Sharing and Equity Partnerships: MZUNI TTO will enter into revenue-sharing agreements or equity partnerships with startups, spin-offs, and commercialization partners, where a portion of the revenue or equity generated from commercialized technologies is shared with the TTO, providing ongoing funding and incentives for technology transfer activities.

14.0 COMMITMENT TO REMIT TO S&T FUND

I Prof. Wales Singini commit to remit 5% of the gross earnings from commercialising IP to the Science and technology fund

Name: Prof. Wales Singini

Designation: Vice Chancellor

Signature: _____

Date:

15.0 TTO PERFORMANCE MATRIX

INDICATOR	BASELINE	FIRST YEAR TARGET	SECOND YEAR TARGET
Awareness Raising			
Number of networks to be established	0	10	
Number of IP awareness activities to be undertaken	0	5	
Number of TTO awareness raising activities undertaken	0	5	
Number of consultancies or knowledge exchange programs	0	2	
Number of publications pertaining to technology/innovation under the TTO's portfolio	0	10	
IP Management			
Number of invention disclosures to be received	0	1	
Number of registered IP applications made	0	1	
Number of patents granted	0	0	
Number of people trained in IP management	2	20	
Number of University IP assets recorded in internal database	0	10	

Number of full-time staff employed by the TTO	Existing staff	Existing staff	
Number of part-time staff employed by the TTO	0	2	
Number of web-based knowledge management systems available at the TTO	0	1	
Technical			
Number of Technology maturation activities being supported by the TTO	0	1	
Number of collaborative research contracts established	0	2	
Number of technology(ies) released	0	0	
Commercialisation			
Amount of revenue generated through grants	0	-	
Number of IP related consultancies	0	2	
Number of licenses concluded	0	1	
Amount of revenue generated through licensing institution's IP	0	-	
Number of spin-off/startups companies established	0	1	

from institution's IP			
Number of spin-off companies established from institution's IP	0	1	
Number of beneficiaries from University IP released through the TTO	0	2	

16.0 INFORMATION AND KNOWLEDGE MANAGEMENT

16.1 Information and knowledge Management System

Tool	Description	Availability		Format	
		Yes	No	Hardcopy	electronic
Document management systems	a centralized storage system for digital documents that enhances employee workflows by enabling easy retrieval of documents	√		√	√
Content management systems (CMS)	an application which manages content where end users can edit and publish content	√			√
Intranets	private networks that will enable the sharing of documents, tools and processes to facilitate	√			√

	collaboration.				
Data warehouse	a repository that will aggregate data from different sources into a single, central, consistent data store to support data analysis and mining so as to derive insights, and data informed decisions	√		√	√

16.2 IP Information Documentation Tools Checklist

Document	Availability		Format		Comments if applicable
	Yes	No	Hard copy	Electronic	
IP MANAGEMENT					
Invention disclosure form		√			Yet to obtain from NCST
IP contributor Form		√			Yet to obtain from NCST
Deed of IP assignment		√			Yet to obtain from NCST
IP Beneficiary Form		√			Yet to obtain from NCST
IP asset database		√			Yet to obtain from NCST
Nondisclosure Agreements template		√			Yet to obtain from NCST
Patent/IP landscape report template		√			Yet to obtain from NCST
TECHNICAL					Yet to obtain from NCST
Preliminary Technical evaluation form		√			Yet to obtain from NCST
Technology readiness assessment report template		√			Yet to obtain from NCST
Research and development		√			Yet to obtain from

agreement template					NCST
Transfer of know-how agreement template		√			Yet to obtain from NCST
Material transfer agreement template		√			Yet to obtain from NCST
IP COMMERCIALISATION					
Business model canvases		√			Yet to obtain from NCST
Market assessment report template		√			Yet to obtain from NCST
IP Commercialisation strategy template		√			Yet to obtain from NCST
Business Agreement template		√			Yet to obtain from NCST
License terms sheet template		√			Yet to obtain from NCST
License agreement template		√			Yet to obtain from NCST
Marketing efforts - potential partners		√			Yet to obtain from NCST
IP due diligence report template		√			Yet to obtain from NCST
FINANCIAL INFORMATION					
Income and Expenditure		√			Beginner
Benefit sharing		√			Beginner

Note: all the available documents should be attached as an annex

17.0 TECHNOLOGY TRANSFER PROCESS

Stage 1: Technology or Innovation Identification

Technology Transfer Office (TTO) of MZUNI will employ the following steps to source the projects:

1. **Scouting and Screening:** The Office of the TTO will actively scout for innovative technologies, inventions, and research projects within the MZUNI, academic institutions, research centers, and industry networks. This will involve reviewing research publications, attending conferences, engaging with inventors and researchers, and monitoring industry trends and market developments.
2. **Invention Disclosure:** MZUNI will encourage the researchers, faculty members, and inventors within the organization to disclose their inventions, technologies, or discoveries to the TTO office. The TTO will collect and reviews invention disclosures to assess their commercial potential, novelty, marketability, and intellectual property (IP) protection requirements.
3. **Technology Assessment:** The TTO will conduct technology assessments to evaluate the technical feasibility, market demand, competitive landscape, scalability, and potential impact of identified technologies or innovations. This will involve market research, technology due diligence, patent searches, and feasibility studies.
4. **IP Evaluation:** TTO will assess the intellectual property (IP) status and value of identified technologies or innovations. This will include but not limited to; determining the patentability, copyright protection, trademark potential, and trade secret aspects of inventions. IP evaluation helps prioritize technologies for protection and commercialization.
5. **Commercialization Potential:** TTO will analyze the commercialization potential of identified technologies, considering factors such as market size, target audience, competitive advantage, regulatory requirements, industry partnerships, and revenue projections. Technologies with high commercialization potential are prioritized for further development and licensing.

6. Licensing Opportunities: TTO will explore licensing opportunities for identified technologies by assessing industry interest, market demand, potential licensees, and licensing models. This will involve negotiating licensing agreements, royalty rates, sublicensing terms, and intellectual property rights management.
7. Spin-off Ventures: TTO will evaluate the potential for creating spin-off companies or startups based on identified technologies or innovations. This will include assessing the viability of spin-off ventures, securing funding, providing incubation support, and facilitating entrepreneurship programs for startup founders.
8. Partnership and Collaboration: TTO will seek partnerships and collaborations with industry partners, investors, accelerators, venture capitalists, and strategic allies to leverage resources, expertise, funding, and market access for technology transfer and commercialization initiatives.
9. Technology Road mapping: TTO will develop technology roadmaps and commercialization plans for identified technologies, outlining the steps, timelines, milestones, and resources required for successful technology transfer, product development, and market entry.
10. Monitoring and Evaluation: TTO will continuously monitor and evaluate the progress, impact, and outcomes of technology identification and commercialization efforts. This will include tracking licensing revenues, spin-off success, industry partnerships, and intellectual property management metrics.

TTO office will cover all the 6 faculties of Mzuzu University as follows:

- Biotechnology and Life Sciences: This will Include areas such as pharmaceuticals, biopharmaceuticals, medical devices, diagnostics, genetic engineering, and bioprocessing.
- Information and Communication Technology (ICT): Encompasses software development, digital technologies, artificial intelligence (AI), machine learning, data analytics, cybersecurity, telecommunications, and Internet of Things (IoT) solutions.

- Engineering and Physical Sciences: This will cover disciplines such as materials science, nanotechnology, renewable energy, clean technologies, aerospace engineering, robotics, automation, and advanced manufacturing.
- Agricultural and Environmental Sciences: Will focused on agricultural innovations, sustainable farming practices, crop sciences, agri-tech solutions, environmental monitoring, waste management, built environment, water management and climate change mitigation.
- Healthcare and Medical Sciences: will address issues of medical innovations, healthcare technologies, telemedicine, medical imaging, health informatics, wearable devices, and personalized medicine.
- Social Sciences and Humanities: Will focus on research areas such as social innovation, education technologies, cultural heritage preservation, digital humanities, and socio-economic impact studies

The following are the stages of development that will be permissible;

- Early-Stage Research: Technologies at the early stage of research and development, will include proof of concept, feasibility studies, and initial experimentation.
- Prototype Development: Technologies with functional prototypes or models demonstrating technical feasibility and potential applications, ready for further testing and refinement.
- Validation and Testing: Technologies undergoing validation, testing, and optimization to demonstrate performance, efficacy, safety, and scalability.
- IP Protection: Technologies with intellectual property protection, including patents, copyrights, trademarks, and trade secrets, to safeguard innovation and facilitate commercialization.
- Market Validation: Technologies validated through market research, customer feedback, industry validation, and pilot projects to assess market demand and commercial viability.
- Commercialization Ready: Technologies ready for commercialization, with established business models, licensing strategies, regulatory compliance, and partnerships in place for market entry and revenue generation.

MZUNI understands and will take into consideration that the permissible science fields and development stages may vary based on factors such as regulatory requirements, industry trends, funding availability, and market readiness. TTO will collaborate with experts, industry partners, investors, legal advisors and relevant committees to assess the suitability and readiness of technologies for successful technology transfer and commercialization initiatives.

Stage 2: Invention/innovation Disclosure

TTO will establish procedures for researchers and relevant stakeholders to access disclosure forms, submit filled forms, and receive confirmation of receipt. Here is how this process is typically managed:

1. Accessing Disclosure Forms:
 - Researchers will access innovation disclosure forms through the TTO page under Mzuzu University website, intranet portal, or designated online platform and hard copy at the TTO office.
2. Submitting Filled Forms:
 - Once researchers complete the disclosure forms with relevant information about their inventions, technologies, or discoveries, they will be required to submit the filled forms electronically through the TTO's submission portal or email address designated for disclosures or direct to the TTO office.
3. Confirmation of Receipt:
 - Upon receiving a filled disclosure form, the TTO will acknowledge receipt by sending an automated confirmation email or other channel (i.e. phone calls, letters) to the researcher. This confirmation will include details such as the date of submission, unique tracking number, and next steps in the disclosure review process.
4. Review and Evaluation:
 - The TTO's technology transfer team will review the submitted disclosure forms to evaluate the commercial potential, novelty, marketability, and intellectual property (IP) aspects of the disclosed inventions or innovations. This will involve

conducting initial assessments, patent searches, market analyses, and technology assessments.

5. Feedback and Follow-Up:

- After the initial review, the TTO will provide feedback to the researcher regarding the status of the disclosure, potential next steps, and additional information or documentation needed for further evaluation. Researchers will be invited to meetings or consultations with TTO staff to discuss the disclosure in more detail.

6. IP Protection and Strategy:

- If the disclosed invention or innovation is deemed to have commercial potential and IP protection is warranted, the TTO will work with the researcher to develop an IP protection strategy. This will involve filing patent applications, copyright registrations, or other forms of IP protection to safeguard the innovation.

7. Notification to Relevant Stakeholders:

- Throughout the disclosure review process, the TTO will maintain communication with relevant stakeholders, including researchers, department heads, legal advisors, and funding agencies, to provide updates, seek input, and ensure alignment with institutional policies and objectives

Stage 3: Preliminary Assessment

TTO aim is to gather comprehensive information, conduct thorough analysis, engage with relevant stakeholders, and make informed decisions regarding the further development, protection, and commercialization strategy for the disclosed technology. This will be done through the following stages;

1. Assessment Process:

- The TTO staff will review the disclosed information, including the invention disclosure form, supporting documentation, research data, and any additional materials provided by the researcher.

- TTO experts, which will include technology transfer specialists, IP attorneys, market analysts, and industry advisors, will conduct a comprehensive evaluation of the disclosed invention or innovation.
2. Assessment Criteria:
- This will focus on factors such as novelty and uniqueness of the technology, potential market demand, competitive landscape, scalability, regulatory considerations, technical feasibility, and potential for commercialization.
 - TTO assessors will consider the alignment of the disclosed technology with the MZUNI strategic goals, National agenda such as Malawi 2063, market trends, industry needs, and opportunities for collaboration or partnerships.
3. Tools Used for Assessment:
- TTO will use various tools and resources for the preliminary assessment, including market research reports, patent databases, prior art searches, technology valuation models, IP analytics software, and industry benchmarks.
 - Technology assessment frameworks and decision matrices will also be utilized to evaluate the strengths, weaknesses, opportunities, and threats associated with the disclosed technology.
4. Assessment Team:
- The assessment will be conducted by a multidisciplinary team within the TTO, comprising experts from different domains such as technology commercialization, IP management, business development, legal affairs, and market analysis.
 - The team will collaborate to leverage their expertise, insights, and perspectives in assessing the commercial potential and viability of the disclosed technology.
5. Maximum Period for Preliminary Assessment:
- The maximum period for the preliminary assessment will vary depending on the complexity of the disclosed technology, the availability of data and information, the extent of market research and analysis required, and the internal review processes of the TTO.

- However, TTO will aim to complete the preliminary assessment within a specified timeframe, which may range from a few weeks to a few months, to ensure timely feedback and decision-making regarding the potential commercialization of the disclosed technology.

Stage 4: TTO Management Decision based on Preliminary Assessment

TTO will ensure transparency, accountability, and informed decision-making regarding the potential commercialization and management of disclosed technologies. The brief explanation of how this decision-making process is highlighted below.

1. Decision-Making Process:

- The decision to proceed or reject the disclosed technology is made based on the findings and recommendations from the preliminary assessment conducted by the TTO. This assessment will evaluate the commercial potential, technical feasibility, market demand, IP landscape, and strategic alignment of the technology.
- A decision-making committee or panel within the TTO, comprising senior management, technology transfer experts, legal advisors, and business development professionals, will be responsible for reviewing the assessment results and making the final decision.

2. Decision-Makers:

- The decision-making committee consists of key stakeholders within the TTO who have expertise in technology commercialization, IP management, market analysis, regulatory compliance, and business strategy.
- The committee will collaborate to discuss the assessment findings, consider feedback from relevant stakeholders, assess risks and opportunities, and weigh the potential impact of proceeding with or rejecting the disclosed technology.

3. Timing of Decision:

- The decision to proceed or reject the disclosure will be typically made after the completion of the preliminary assessment stage. This allows sufficient time for

the assessment team to gather and analyze relevant data, conduct consultations, and present the assessment report to the decision-making committee.

- The decision will be made within a defined timeframe, which may vary depending on the complexity of the technology, the availability of information, and the internal review processes of the TTO.

4. Key Parameters in Decision-Making:

The key parameters considered in decision-making will include:

- **Commercial Potential:** Market size, competition, customer demand, revenue projections, and scalability of the technology.
- **Technical Feasibility:** Development stage, proof of concept, prototype readiness, and potential challenges in technology implementation.
- **IP Landscape:** Patentability, freedom to operate, IP protection strategy, and potential risks of infringement.
- **Strategic Alignment:** Alignment with organizational goals, mission, values, and strategic priorities.
- **Regulatory Considerations:** Compliance with regulatory requirements, standards, certifications, and legal constraints.

5. Communication of Decision:

- The decision made by the TTO management committee, will be communicated to the innovation discloser (researcher or inventor) through a formal notification process.
- The decision will be communicated in writing via email, letter, or official documentation, outlining the reasons for the decision, next steps, and any additional requirements or actions needed from the discloser.

Stage 5: Conduct Full Assessment and Due Diligence

TTO will conduct comprehensive assessments to evaluate technology readiness, patentability, market potential, and conducts full due diligence. The assessments will be conducted as follows:

1. Technology Readiness Assessment:

- The technology readiness assessment evaluates the maturity and readiness of the disclosed technology for commercialization. This will include assessing the technical feasibility, prototype development, scalability, and potential challenges in technology implementation.
- TTO experts, including technology transfer specialists, engineers, and domain-specific advisors, are responsible for conducting the technology readiness assessment. They will evaluate factors such as the stage of development, proof of concept, prototype testing, regulatory compliance, and readiness for market entry.

2. Patentability Assessment:

- The patentability assessment examines the potential for securing intellectual property (IP) protection, such as patents, copyrights, trademarks, or trade secrets, for the disclosed technology. This stage will involve evaluating novelty, inventiveness, non-obviousness, and utility of the invention.
- IP specialists, patent attorneys, or legal advisors within the TTO are responsible for conducting the patentability assessment. They will perform prior art searches, analyze patent landscapes, assess patentability criteria, and provide recommendations on IP protection strategies.

3. Market Assessment:

- The market assessment analyzes the market potential, demand, competition, and commercialization opportunities for the disclosed technology. This will include identifying target markets, customer segments, industry trends, regulatory requirements, and potential barriers to market entry.
- Market analysts, business development professionals, and industry experts within the TTO are involved in conducting the market assessment. They will gather market data, analyze market dynamics, assess market size and growth potential, identify key stakeholders, and evaluate market risks and opportunities.

4. Full Due Diligence:

- Full due diligence involves a comprehensive review and analysis of all aspects related to the disclosed technology, including technical, legal, financial, regulatory, and commercial considerations. This stage will ensure that all relevant information is thoroughly examined before making investment or commercialization decisions.
- The due diligence process will be conducted by a multidisciplinary team within the TTO, comprising experts from technology transfer, legal affairs, finance, compliance, and business strategy. They will review documentation, conduct interviews, verify claims, assess risks, and validate assumptions to ensure informed decision-making.

5. Timing of Assessments and Due Diligence:

- The assessments and full due diligence will be conducted after the preliminary assessment stage and upon the decision to proceed with further evaluation of the disclosed technology.
- The timing of assessments and due diligence will vary depending on the complexity of the technology, availability of data, scope of analysis required, and internal review processes of the TTO. Generally, the assessments will be completed within a specified timeframe to facilitate timely decision-making and action.

Stage 6: Management Decision based on Full Assessment Report

TTO decision will be based on the following areas;

1. Deriving Decision Based on Full Assessment Report:

- The full assessment report, which will include findings from technology readiness assessment, patentability assessment, market assessment, and full due diligence, serves as the basis for deriving the decision.
- A decision-making committee or panel within the TTO, comprising senior management, technology transfer experts, legal advisors, business development

professionals, and other relevant stakeholders, reviews the assessment report in detail.

- The committee will evaluate the strengths, weaknesses, opportunities, and threats associated with the disclosed technology, considering factors such as commercial potential, technical feasibility, IP protection, market demand, competition, regulatory compliance, and strategic alignment.
- Based on the assessment report and committee discussions, a decision will be derived regarding the potential commercialization, further development, protection, and management of the disclosed technology.

2. Decision-Making Process:

- The decision-making process will involve discussing the assessment report, analyzing the risks and opportunities, weighing the potential impact, and aligning the decision with the organization's goals, mission, values, and strategic priorities.
- The decision-making committee will engage in deliberations, consultations, and internal discussions to reach a consensus on the decision.
- The decision will result in one of the following outcomes:
 - Proceed with further development, IP protection, and commercialization efforts.
 - Reject the technology due to technical, market, or strategic reasons.
 - Seek additional information, modifications, or conditions before making a final decision.

3. Communication to the Researcher:

- Once the decision is derived by the decision-making committee, it will be communicated to the researcher (discloser) through a formal notification process.
- The communication will be in writing, such as an email, letter, or official document, outlining the decision, rationale, next steps, and any additional requirements or actions needed from the researcher.

- The communication will also include feedback on the strengths and weaknesses of the disclosed technology, areas for improvement, and opportunities for collaboration or further engagement with the TTO.
4. Feedback and Follow-Up:
- TTO will provide opportunities for researchers to seek feedback, ask questions, or request clarification regarding the decision and assessment process.
 - Follow-up discussions or meetings may be scheduled to discuss potential next steps, such as IP protection strategies, technology development plans, funding opportunities, or commercialization pathways.

Stage 7: Technology Admission

TTO will admit the project, outlines the services offered to the researcher, facilitates the transfer of intellectual property (IP) rights to the TTO, and assigns a project portfolio in the data system. Through the following stages;

1. Project Admission Process:
 - The project admission process involves formalizing the agreement between the researcher (discloser) and the TTO regarding the commercialization, management, and protection of the disclosed technology.
 - The researcher will be required to submit documentation, such as a technology disclosure agreement, invention assignment agreement, and project proposal, to the TTO for review and approval.
 - The TTO will evaluate the project's commercial potential, IP protection strategy, market readiness, funding requirements, and alignment with organizational objectives before admitting the project.
2. Agreement on Services Offered to the Researcher:
 - The TTO will outline the services, support, and resources it will offer to the researcher as part of the technology admission process. These services will include:

- IP protection and management services, such as patent filing, copyright registration, trademark protection, and trade secret management.
- Technology development and validation support, including prototype development, testing, validation studies, and proof of concept demonstrations.
- Market analysis, commercialization strategy development, business planning, and access to industry networks, partners, and funding opportunities.
- Legal assistance, contract negotiation, licensing agreements, revenue sharing models, and support for spin-off ventures or startup formation.

3. Transfer of IP Rights to the TTO:

- As part of the technology admission process, the researcher will assign or transfers the intellectual property (IP) rights associated with the disclosed technology to the TTO. This transfer is formalized through an invention assignment agreement or similar legal document.
- The TTO becomes the custodian of the IP rights and assumes responsibility for managing, protecting, and commercializing the technology on behalf of the researcher and the institution. This will also be in line with the IP MZUNI policy.

4. Assignment of Project Portfolio in the Data System:

- Once the project is admitted and the IP rights are transferred, the TTO assigns a project portfolio in its data management system or technology transfer platform.
- The project portfolio will include key information about the technology, project milestones, IP status, commercialization plans, funding sources, collaboration details, and relevant documents such as agreements, patents, and market analyses.
- The project portfolio will serve as a centralized repository for managing, tracking, and monitoring the progress, activities, and outcomes of the technology transfer and commercialization efforts.

By following this structured approach to technology admission, the TTO will ensure clarity, transparency, legal compliance, and effective management of projects throughout the

technology transfer lifecycle, ultimately leading to successful commercialization and impact in the market

Stage 8: IP Protection

TTO will be responsible for conducting IP searches, drafting and filing patent applications, securing funds for supporting patent applications, and determining factors that may lead to the abandonment of patent applications. This will be done through the stage below;

1. Responsibility for IP Search:
 - The TTO IP specialists, patent attorneys, or external IP firms will be responsible for conducting comprehensive IP searches and prior art analyses to assess the novelty, inventiveness, and patentability of the disclosed technology.
 - IP searches will involve examining existing patents, publications, databases, and other sources of information to identify relevant prior art and determine the scope of patent protection available for the technology.
2. Drafting and Filing Patent Application:
 - Based on the results of the IP search and patentability assessment, the TTO legal team or external patent attorneys draft the patent application document, including claims, descriptions, drawings, and specifications.
 - The drafted patent application will be reviewed internally by the TTO experts and researchers to ensure accuracy, completeness, and alignment with the disclosed technology and inventions.
 - Once finalized, the patent application will be filed with the relevant intellectual property offices (e.g., national patent offices, international patent cooperation bodies) to initiate the patent examination and prosecution process.
3. Source of Funds for Supporting Patent Application:
 - The TTO will secure funds from various sources to support the costs associated with drafting, filing, and prosecuting patent applications. These funding sources will include but not limited to:
 - Internal institutional funds allocated for technology transfer and IP protection activities.

- External grants, awards, or funding programs specifically designated for patent filing and IP management.
- Revenue generated from licensing agreements, royalties, and commercialization activities that contribute to IP protection costs.
- Collaboration with industry partners, investors, or sponsors who provide financial support for patent applications in exchange for rights and benefits related to the technology.

4. Factors Leading to Abandonment of Patent Application:

- The TTO will consider several factors that could lead to the abandonment of a patent application, such as:
 - Lack of novelty or inventiveness, as identified during the patent examination process.
 - Discovery of prior art or existing patents that render the invention unpatentable or limit the scope of patent protection.
 - Changes in market conditions, technology landscape, or commercialization plans that make pursuing patent protection unnecessary or impractical.
 - Insufficient resources or funding to continue the patent prosecution process, including responding to office actions, conducting additional searches, or pursuing appeals.
 - Strategic considerations, legal advice, or risk assessments that suggest abandoning the patent application is in the best interest of the institution or technology transfer objectives.

By actively managing IP protection activities, securing necessary funds, and making informed decisions regarding patent applications, the TTO will aim to enhance the value, competitiveness, and marketability of the disclosed technology while safeguarding intellectual property rights for commercialization and impact.

Stage 9: Develop Project Rollout Plan

TTO will be responsible for creating a comprehensive plan that includes the financing plan, technology maturation plan, commercialization plan, and monitoring and evaluation plan.

Below is an outline how this stage will be managed:

1. Responsible Parties for Developing the Rollout Plans:
 - The TTO's team, including technology transfer specialists, business development professionals, financial analysts, legal advisors, and project managers, will collaborate to develop the Project Rollout Plan.
 - External consultants, industry experts, investors, and strategic partners will also be involved in providing expertise, insights, and support for developing specific components of the rollout plan.
2. Developing the Financing Plan:
 - The financing plan outlines the funding sources, investment requirements, budget allocation, and financial strategies for supporting the technology's development, commercialization, and market entry.
 - The TTO financial analysts will assess the funding opportunities, secure grants, loans, or investment partnerships, and develop financial models, projections, and budgets to ensure adequate resources for project implementation.
3. Developing the Technology Maturation Plan:
 - The technology maturation plan details the steps, milestones, and timelines for advancing the technology from its current stage to a mature, market-ready state.
 - TTO technology transfer specialists will work closely with researchers, engineers, and technical experts to define technology development goals, prototype refinement, testing and validation activities, regulatory compliance requirements, and scalability considerations.
4. Developing the Commercialization Plan:
 - The commercialization plan outlines the strategies, tactics, and activities for bringing the technology to market, generating revenue, and maximizing its impact and adoption.

- TTO business development professionals will conduct market analyses, identify target customers and industries, develop marketing and sales strategies, negotiate licensing agreements, forge partnerships, and plan product launch and distribution channels.
5. Developing the Monitoring and Evaluation Plan:
- The monitoring and evaluation plan establishes performance metrics, key performance indicators (KPIs), and evaluation criteria to track the progress, outcomes, and impact of the technology transfer and commercialization efforts.
 - The Head of TTO will implement monitoring systems, conduct regular reviews, collect feedback from stakeholders, measure financial and non-financial outcomes, and adjust strategies as needed to ensure project success and alignment with objectives.

Stage 10: Monitoring and evaluation

TTO will implement a structured approach to monitor and evaluate its projects. This includes defining the frequency of monitoring and evaluation activities and identifying the personnel responsible for these tasks. Here's how this stage will be managed:

1. Frequency of Monitoring and Evaluation:
 - Monitoring and evaluation activities are conducted at regular intervals throughout the project lifecycle to track progress, assess performance, measure outcomes, and identify areas for improvement.
 - The frequency of monitoring and evaluation will depend on the project's timeline, milestones, complexity, and strategic importance. Common intervals for monitoring and evaluation may include monthly, quarterly, bi-annual, or annual reviews.
2. Personnel Responsible for Monitoring and Evaluation:
 - The following personnel within the TTO are typically responsible for conducting monitoring and evaluation activities:

- Head of TTO: Responsible for overseeing specific projects, coordinating activities, managing timelines, and ensuring deliverables are met according to project plans.
- Technology Transfer Specialists: Monitor the technology transfer process, assess commercialization progress, track IP management activities, and engage with stakeholders to gather feedback and insights.
- Financial Analysts: Evaluate financial performance, budget adherence, funding utilization, revenue generation, cost-effectiveness, and return on investment (ROI) for projects.
- Business Development Professionals: Evaluate market performance, customer feedback, competitive landscape, partnership effectiveness, and marketing strategies for commercialized technologies.
- Legal Advisors: Monitor legal compliance, intellectual property protection status, contract adherence, regulatory requirements, and risk management for projects.
- Evaluation Team: In some cases, TTO will dedicate evaluation teams or external consultants responsible for conducting in-depth evaluations, impact assessments, and performance reviews using standardized evaluation frameworks, surveys, interviews, and data analysis techniques.

3. Monitoring and Evaluation Activities:

- Monitoring activities will include regular progress updates, milestone tracking, resource utilization reviews, risk assessments, stakeholder engagement, and issue resolution.
- Evaluation activities focus on assessing project outcomes, impact on stakeholders, alignment with objectives, lessons learned, best practices, challenges faced, and areas for enhancement or scaling.
- TTO will use performance metrics, key performance indicators (KPIs), dashboards, scorecards, and reporting tools to monitor and evaluate projects effectively.

- Feedback mechanisms, surveys, interviews, focus groups, and workshops may be used to gather qualitative and quantitative data for evaluation purposes.

By implementing a systematic approach to monitoring and evaluation, TTO will ensure accountability, transparency, continuous improvement, and evidence-based decision-making throughout the technology transfer process, ultimately enhancing project success, stakeholder satisfaction, and MZUNI impact.

18.0 TECHNOLOGY MATURATION

Technology maturation is a critical phase in the technology transfer process, where the Technology Transfer Office (TTO) plays a pivotal role in advancing a technology to a Technology Readiness Level (TRL) acceptable by the target market. MZUNI TTO will get involved in technology maturation and the support it provides through the following ways:

1. Acceptable TRL for Admission into TTO:

- The TRL acceptable for admission into the TTO will depend on the MZUNI policies, industry standards, market requirements, and the nature of the technology. However, TTO will consider technologies at TRL 3 or higher for admission.
- TRL 3 will represent the stage where proof of concept has been demonstrated in a laboratory environment, and initial feasibility and viability have been assessed. TTO will admit technologies at this stage for further development and commercialization.

2. Support Provided by TTO in Technology Maturation:

- **Funding Support:** TTO will provide funding support through Directorate of Research or facilitate access to funding sources such as grants, venture capital, industry partnerships, or internal institutional funds to finance technology maturation activities.
- **Project Management:** TTO will assign project managers who oversee technology maturation projects, coordinate activities, manage timelines, budgets, and resources, and ensure alignment with strategic objectives.

- Research Collaboration: TTO will facilitate collaborations between researchers, industry partners, academic institutions, and external experts to leverage expertise, resources, facilities, and knowledge for technology development.
- Technical Expertise: TTO will offer technical expertise, guidance, and advisory services through technology transfer specialists, engineers, and domain-specific advisors who assist in refining prototypes, conducting experiments, optimizing processes, and overcoming technical challenges.
- Regulatory Assistance: TTO will provide regulatory assistance and guidance to navigate legal requirements, compliance standards, certifications, approvals, and regulatory pathways necessary for technology maturation and market entry.
- Intellectual Property (IP) Management: TTO will manage IP protection strategies, patent filings, copyright registrations, and trade secret management to safeguard intellectual property rights during technology maturation and commercialization.
- Market Validation: TTO will conduct market validation studies, market research, customer surveys, and feedback sessions to assess market demand, validate technology value proposition, identify target markets, and refine commercialization strategies.
- Business Development Support: TTO will offer business development support, including business planning, market entry strategies, pricing models, sales and distribution channels, licensing agreements, and partnership negotiations to facilitate successful commercialization.
- Training and Mentorship: TTO will provide training, workshops, mentorship programs, and networking opportunities to researchers, entrepreneurs, and innovators to enhance their skills, knowledge, and capabilities in technology maturation and entrepreneurship.

By providing comprehensive support and resources, TTO will enable technology maturation, accelerate the advancement of technologies to market readiness, and enhance their commercialization potential, thereby creating value for innovators, institutions, and the target market.

19.0 TECHNOLOGY COMMERCIALISATION

Technology commercialization is a key aspect of the Technology Transfer Office (TTO) mandate, involving the process of bringing innovative technologies and intellectual property (IP) to the market. Here's how the MZUNI TTO will approach technology commercialization and support:

1. Market Analysis and Strategy Development:

- The TTO will conduct market analysis, including market size, trends, competition, customer needs, regulatory landscape, and potential barriers.
- Based on market insights, the TTO will develop a commercialization strategy that outlines target markets, value proposition, pricing models, distribution channels, sales and marketing tactics, and partnership opportunities.

2. Intellectual Property (IP) Management:

- The TTO will manage IP protection strategies, including patent filings, copyrights, trademarks, and trade secrets, to safeguard the technology and create competitive advantage in the market.
- IP management will include licensing agreements, technology transfer agreements, IP valuation, enforcement of IP rights, and negotiation with third parties for IP-related matters.

3. Business Development and Partnering:

- TTO will engage in business development activities to identify potential collaborators, investors, licensees, and strategic partners interested in commercializing the technology.
- This will include networking events, pitching sessions, roadshows, conferences, and matchmaking initiatives to connect innovators with industry stakeholders and investors.

4. Funding and Investment Facilitation:

- The TTO will assist in securing funding and investment for technology commercialization through grants, venture capital, angel investors, government funding programs, and corporate partnerships.

- TTO will provide guidance on funding applications, business plans, financial projections, due diligence processes, and investment negotiations.
5. Entrepreneurship Support:
- TTO will offer entrepreneurship support to researchers, inventors, and startups, including training, mentorship, workshops, business incubation, and accelerator programs.
 - This support will enhance entrepreneurial skills, business acumen, startup management, fundraising capabilities, and access to resources for commercialization.
6. Market Validation and Pilot Testing:
- TTO will conduct market validation studies, pilot testing, proof of concept demonstrations, and technology showcases to validate the technology's market fit, functionality, scalability, and user acceptance.
 - This will help in refining the technology, gathering feedback from potential customers, and identifying areas for improvement before full-scale commercialization.
7. Regulatory Compliance and Market Entry:
- TTO will assist in navigating regulatory requirements, compliance standards, certifications, approvals, and market access barriers to facilitate smooth market entry and product/service launch.
 - This will include regulatory consultations, compliance assessments, quality assurance, product certifications, and legal support for regulatory filings.
8. Monitoring, Evaluation, and Scaling:
- TTO will monitor and evaluate the commercialization process, track performance metrics, assess market traction, measure revenue generation, and adjust strategies as needed to optimize outcomes.
 - Successful technologies will undergo scaling efforts, expansion into new markets, strategic alliances, product diversification, and continuous innovation to maintain competitiveness and sustainability.

By providing comprehensive support in market analysis, IP management, business development, funding facilitation, entrepreneurship support, market validation, regulatory compliance, and scaling efforts, TTO will empower innovators to successfully commercialize their technologies and achieve impact in the market

20.0 CONCLUSION

Mzuzu University Technology Transfer Office will play a crucial role in bridging the gap between research and commercialization, facilitating the transfer of innovative technologies and intellectual property (IP) from academic and research institutions to the market. Through their multifaceted roles and responsibilities, TTO will contribute to economic development, technological advancement, and knowledge dissemination.

Key aspects discussed include:

1. Roles and Responsibilities: TTO is responsible for technology identification, intellectual property management, commercialization strategies, funding facilitation, entrepreneurship support, market analysis, regulatory compliance, and project management throughout the technology transfer lifecycle.
2. Stakeholders: TTO will engage with a diverse range of stakeholders, including researchers, inventors, industry partners, investors, government agencies, legal advisors, and the public, to foster collaborations, partnerships, and knowledge exchange.
3. Technology Transfer Process: The technology transfer process involves stages such as technology identification, disclosure, assessment, IP protection, project rollout planning, monitoring and evaluation, technology maturation, and commercialization. TTO will provide support and resources at each stage to facilitate successful outcomes.
4. Support Provided: TTO will offer various forms of support, including funding assistance, IP management services, market validation, business development, regulatory guidance, entrepreneurship training, networking opportunities, and scaling initiatives to enable technology maturation and commercialization.

In conclusion, Technology Transfer Offices play a vital role in translating research and innovation into tangible products, services, and solutions that benefit society, drive economic growth, and

contribute to the advancement of knowledge and technology across various industries. Through collaboration, strategic planning, and effective management, TTO will empower innovators and institutions to harness the full potential of their intellectual assets and make meaningful impacts in the global marketplace.

21.0 ANNEXES

21.1 List of Executive management of Mzuzu University

S/N	NAME	POSITION	QUALIFICATION(S)
1	Prof. Wales Singini	Vice-Chancellor	PhD in Aquaculture and Fisheries Science
2	Prof. Wapulumuka Mulwafu	Deputy Vice-Chancellor	PhD in History
3	Mr. Yonamu Ngwira	University Registrar	Master of Public Communication and Public Relations
4	Mrs Lizzie Malemia	Acting University Librarian	Master in Information and Library Management
5	Prof. Fanuel Kapute	Director of Research	PhD in Aquaculture and Fisheries Science
6	Mr. Bryce Nthara	Acting University Finance Officer	Master of Finance, ACCA
7	Dr. Lydia Kishindo-Mafuta	Acting Director of Centre for Open, Distance and e-Learning	PhD in Curriculum and Teaching Studies (Language Education)
8	Dr. Thokozani Bvumbwe	Acting Director of Quality Assurance and Enhancement	PhD in Nursing
9	Mr. Enock Tung'ande	Acting Director of Information and Communication Technology	Master of Science in Information Theory, Coding and Cryptography
10	Dr. Winner Chawinga	Chairperson of Deans Committee	PhD in Library and Information Studies

21.2 Budget for Intellectual Property Unit (IPU) for 2024/2025

Description	No of Personnel	Amount (MK)
Staff Remuneration		
Salaries of technical Staff	9	431,637,994.00
Benefits of senior staff	4	105,003,330.00
Operations		
Office Supplies and Expenses		168,927,328.00
Internal Travel		88,767,027.99
Total Budget		794,335,679.99

ANNEX: TOOLS

21.2: Forms

1. INNOVATION PRE-DISCLOSURE FORM

This form is to be completed by the innovator who creates intellectual property.

The information you provide in this form will assist MZUNI TTO in the evaluation and prioritisation of the appropriate actions necessary to protect, use, manage and potentially commercialise the intellectual property/innovation. MZUNI TTO may disclose the information provided in this form to its legal and other advisers.

If you disclose the innovation or research results, the opportunity to protect it may be lost.

The contents of this form (once details are inserted) should not be disclosed to anyone other than MZUNI TTO staff closely associated with the research project including support staff such as the Intellectual Property Officer, coinventing collaborators and legal advisers retained to advise on intellectual property and commercialisation. You should discuss it with others only on a strictly confidential basis, preferably following execution of a confidentiality agreement. Keep this document in a safe place.

Details of innovators.

Innovator(s) Name			
Physical address		Phone	
Email		Signature	
Date this form is completed			

Brief Description of Innovation

Note - If you think you have made an innovation but are not sure, then please say so in your pre-disclosure.

i. **Innovation title**

--

ii. Short description in lay terms

iii. Problem solved by Innovation

2. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This confidentiality and Non-Disclosure Agreement (hereafter referred to as “the Agreement”) is made and entered into on theday of, 20..... between: Mzuzu University Technology Transfer Office (TTO), established in terms of the MZUNI IP Policy (Section 8.1.1) Represented by in his/her capacity as and duly authorised thereto by a Schedule of

Authority by the Council

(hereinafter “MZUNI TTO”)

Off Karonga M1 road

Private Bag 201

Luwinga, Mzuzu 2

And

..... Registration number..... herein represented by
..... in his capacity as, duly authorized thereto

(hereinafter “.....”)

Address:

.....

.....

1 Interpretation and definitions

For the purposes of this agreement:

1.1. “Agreements” means the reciprocal confidentiality and non-disclosure agreement contained in this document and any written amendments made thereto from time to time, and will include any schedules attached hereto;

1.2. “Confidential Information” shall include, but shall not be limited in its interpretation to the Disclosing Party's past, present and future research and development, the Disclosing Party's business activities, products, services, customers and clients, as well as its technical knowledge and trade secrets, any information of whatever nature which has been or may be obtained by the Receiving Party from the Disclosing Party, whether in writing or in electronic form or pursuant to the discussions between the parties or which can be obtained by examination, testing, visual inspection or analysis, all intellectual property,

including patents, copyrights, registered and unregistered trademarks, inventions, models, secret knowledge, any improvement(s), specialist technical information or expertise, data, material (including biological materials), organisms- as well as non-patentable inventions, formulae, systems, methods, process, information, inventions, manufacturing techniques, designs, circuit diagrams, instruction manuals, blueprints, electronic artwork, samples, devices, demonstrations, know-how, show-how, information concerning materials, marketing and business information generally, and other materials of whatever description in which the disclosing Party has an interest in being kept confidential;

- 1.3. "Commencement Date" means the date of signature of the party signing last;
- 1.4. "Disclosing Party" means the party disclosing confidential information to the other in terms of this agreement;
- 1.5. "Parties" means MZUNI and.....
- 1.6. "Purpose" means the purpose(s) contemplated or pursued by the parties here as well as the nature of the Confidential Information;
- 1.7. "Receiving Party" means the party receiving confidential information from the Disclosing Party and shall include its members of staff, students and contractors;
- 1.8. words in the singular include the plural and vice versa;
- 1.9. the headings of clauses are intended for convenience only and shall not affect the interpretation of this Agreement.

2 Preamble

2.1. The Parties record that they entered into discussions regarding their working relationship and wish to protect and preserve the confidential and/or proprietary nature of certain information and/or materials to be disclosed and/or made available to each other in furtherance of their collective business objectives regarding:

Purpose

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

2.2. The Parties have agreed to disclose certain of this Confidential Information to each other subject to the terms and conditions contained herein.

3 Period of confidentiality

3.1. This agreement shall be effective as of the date first written above and shall be in full force and effect for a period of ten (10) years and shall be renewed once the involved parties have reconvened and agreed to do so. However, any item of Confidential Information that constitutes a trade secret or is otherwise protected as confidential under applicable law, the obligations of confidentiality contained herein shall continue for so long as allowed under the applicable law.

4 Confidential Information

- 4.1. All records, files, analysis, documents, software, computer or electronic data disks or tapes, test data, printouts, processes, designs, file layout, technical bulletins, manuals, diagrams, formulas, research, inventions, patents and discoveries reasonably related to a Party's business or products and services that have not been publicly released;
- 4.2. Customer lists, contact names, addresses, utility account numbers, telephone numbers;
- 4.3. Information on pricing, costings and margin structures which have not been publicly released;
- 4.4. Other valuable information disclosed by one Party to the other, designated as confidential expressly or by the circumstances in which it is provided.
- 4.5. Confidential Information does not include information that:
 - 4.5.1. Is lawfully in the public domain at the time it was transmitted or that lawfully enters the public domain after the signing of this agreement;
 - 4.5.2. Is independently known to or in possession of the receiving party at the time of receipt through no unlawful act;
 - 4.5.3. Becomes known to the receiving party from a third party, which is lawfully entitled to have and to disclose such information without restriction.

5 Covenants Not to Disclose or Use

- 5.1. Each Party hereby acknowledges that it will be exposed to Confidential Information of the other party, including without limitation, specific information regarding the products and the businesses of that other party;
- 5.2. The parties hereby agree that they shall not use, commercialize or disclose any Confidential Information to any person or entity, except to their officers, employees or advisors having a "need to know" (and who themselves are bound by similar non-disclosure restrictions), and to such other recipients as all parties may approve in writing, provided that such recipients shall have first executed a confidentiality agreement in a form acceptable to all parties. Each Party shall only use the Confidential Information for the sole purpose of considering, evaluating, advising and otherwise furthering the Negotiations and shall not use it for any other purpose;
- 5.3. Any disclosure to any third party by each Party shall be subject to the prior written consent of the other party, which consent shall not be unreasonably withheld;
- 5.4. The provisions of this section 5 shall not restrict any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any regulatory body or stock exchange on which the receiving Party's shares are listed or quoted or any enquiry or investigation by any governmental, official or regulatory body which is lawfully entitled to require any such disclosure to the extent necessary and provided that, so far as it is lawful and practical to do so prior to such disclosure, the receiving Party shall promptly notify the disclosing party of such requirement with a view to providing the opportunity to the disclosing Party to contest such disclosure or otherwise agree to the timing and content of such disclosure.

6 Proprietary Rights Legend

- 6.1. The parties shall not alter or remove from any Confidential Information any proprietary rights legend, copyright notice, trademark or trade secret legend, or any other mark identifying the material as Confidential Information.

7 Covenants concerning competition

7.1. The Confidential Information disclosed to each of the Parties may include information that would provide the other party with an unfair competitive advantage if such Party were to use the Confidential Information for purposes other than those provided for hereunder. Accordingly, the Parties only agree to provide such Confidential Information to each other in return for the other Party's consent to be bound by each of the provisions in this Agreement including the provisions set forth in this section 4 and that such consent by a party constitutes a material inducement for the other Party to provide Confidential Information to the party and that such Confidential Information shall not be used by any party to obtain a competitive advantage against the other party.

8 Return of Documents and Materials

8.1. The parties hereby agree that all confidential Information, in whatever form, disclosed or made available by a party or agreements made by or in the other party's possession, custody or control (and all copies thereof) shall be either returned to the party or destroyed in accordance with the agreement of the parties (subject to any retention requirements under applicable law), upon the expiry of this agreement in accordance with section 3 (period of confidentiality) of this agreement. Should either Party so require, a duly authorized officer of the other Party shall certify that the provisions of this section 8 have been complied with.

9 Remedies for breach of confidentiality

9.1. In the event one of the Parties or its officers, agents, employees, or any subsidiaries or their officers, agents or employees violates the restrictions against disclosure or use of the Confidential Information defined herein, such disclosing party and the receiving party or such entity or individuals as the case may be, acknowledge and agree that damages would not be an adequate remedy and each party shall be entitled to the remedies of injunction by a court of competent jurisdiction against any further disclosure or use of the Confidential Information specific performance and other equitable relief and no proof of special damages shall be necessary for the enforcement of rights under this agreement. The party violating the restrictions set out in this agreement shall pay the other Party's costs and attorney's fees in connection with obtaining such injunction, specific performance or other equitable relief so as to specifically enforce the terms of this Agreement or prevent, cure or reduce the adverse effects of the breach.

10 No Representation

10.1. None of the confidential Information has been subject to verification, and neither the disclosing Party nor any of its representatives or advisers accepts responsibility for or makes any representation, express or implied, or gives any warranty with respect to the accuracy or completeness of the confidential Information and the receiving party undertakes to the disclosing party (for itself and as trustee for all other companies in its group and its representatives and advisers) to waive any liability which such parties may incur by reason of the receiving Party's use of, or reliance upon, any of the Confidential Information.

11 Applicable Law- Jurisdiction

11.1. This agreement shall be construed in accordance with and governed by Malawian law. The parties will do their utmost to settle any dispute arising out of this agreement or the interpretation thereof, both while in force and after its termination, amicably. If an amicable settlement is not possible, the dispute shall be submitted by either party to and determined by any relevant court.

12 Notices

12.1. All notices, delivered in connection with this agreement, shall be physically delivered and shall be deemed effective upon a party's acknowledgement of receipt:

If [Partner 1 address/email/Phone number]

If (Partner 2 Address/email/Phone number):

13 Modifications

13.1. This agreement may only be amended in writing and executed by all parties.

14 Entire Agreement

14.1. This is the entire agreement of the Parties relating to the subject matter hereof. All previous discussions, memoranda, correspondence, and similar matters are superseded hereby.

15 Successors

15.1. This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their officers, employees, principals, subsidiaries and affiliates and their successors and assigns.

16 Waiver

16.1. No failure or delay by either party in exercising any of its rights under this agreement shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of such rights.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be duly executed by their duly authorized officers or other representatives the day and year first above written.

For and on behalf of the said

[Party 1 Details]

.....
(Name)

.....
(Designation)

.....
(Signature)

Witness:

Position:

Signature:

[Party 2 Details]

.....
(Name)

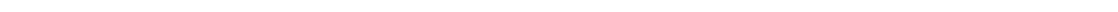
.....
(Designation)

.....
(Signature)

Witness:

Position:

Signature:



3. INTELLECTUAL PROPERTY CONTRIBUTOR FORM

This form is used to identify persons that have contributed to the development of the IP (collectively the “innovators”) and their respective affiliations as well as capacities, i.e. Organisation, Institution, Unit, Group or Center and Position. The relative contributions of each Innovator and unit must be quantified as accurately as possible to ensure fair sharing of any benefits that may accrue from the IP. Any changes to these contributions and additional parties must be subject to a new agreement.

Innovator’s Contributions

The innovators of the following
 innovation _____
 _____ agree to the following allocation of the
 innovatorship:

#	Innovator’s First/Middle/ Last Name	Institution Affiliation (and Capacity)	Type of Contribution	Percentage Contribution

In witness thereof, the Innovator(s) agree to the information provided in this accepted IP contributors form by their signature.

Name and Signature of Innovator

Date

Name and Signature of Innovator

Date

Name and Signature of Innovator

Date

Name and Signature of Innovator

Date

Name and Signature of Innovator

Date

4. DEED OF IP ASSIGNMENT

PLEASE DO NOT DELETE THIS LEGAL DISCLAIMER

This document is intended as a general overview of some of the key terms that are likely to be relevant to a TTO start-up. It is governed by the Laws of Malawi and is only appropriate for use in Malawi. If any changes are made to the contents of this document, any cross-referencing may need to be updated.

It is not possible to provide comprehensive advice on the matters that may apply in the particular circumstances of your business in this document. This document is also by no means exhaustive. If you have any queries or concerns in relation to this document, we recommend that you seek legal advice before taking any further action. No responsibility is taken for any actions taken or not taken on the basis of this document.

Deed of IP Assignment

MZUNI TTO

(Private Bag 201, Mzuzu 2)

and

[Assignor Name]

DEED OF ASSIGNMENT DETAILS

THIS DEED OF ASSIGNMENT is made on [Insert the date you sign the agreement].

{.....}

BETWEEN:

(1) [Insert the full name of the individual] of [insert individual's home address] ("Assignor"); and

(2) MZUNI TTO incorporated under the law of [Malawi OR insert relevant jurisdiction] with company number

.....

[Insert registered company number] whose registered office is at

..... [Insert address]. ("Assignee").

BACKGROUND:

(A) The Assignor is an

.....
[*employee / director / shareholder / consultant*] of the Assignee.

(B) The Assignor is the owner of the Assigned Rights (as defined below).

(C) The Assignor wishes to assign all its rights, title and interest in and to the Assigned Rights to the Assignee.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this Assignment.

Assigned Rights: the intellectual property described in Schedule 1.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks, trade names, service marks and domain names, rights in get-up and trade dress, goodwill and the rights to sue for passing off or unfair competition, design rights, semiconductor topography rights, database rights, confidential information (including know-how and trade secrets and the rights to use and protect confidential information) and all other intellectual property rights, in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.2 The Schedules form part of this Assignment and shall have effect as if set out in full in the body of this Assignment. Any reference to this Assignment includes the Schedules.

1.3 Any words following the terms "including", "include" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. ASSIGNMENT

In consideration of the sum of ten US dollars (US\$10) (receipt of which the Assignee hereby acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its property, right, title and interest in and to:

(a) the Assigned Rights; and

(b) the right to bring and defend proceedings, and obtain and retain any relief recovered (including damages or an account of profits) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this Assignment.

3. WARRANTIES

The Assignor warrants that:

- i. it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Assigned Rights;
- ii. for each of the applications and registrations listed in Schedule 1 it is properly registered as the applicant or registered proprietor, and all application, registration and renewal fees have been paid;
- iii. save as set out in Schedule 2, it has not licensed or assigned any of the Assigned Rights and the Assigned Rights are free from any security interest, option, mortgage, charge or lien;
- iv. it is unaware of any infringement or likely infringement of any of the Assigned Rights;
- v. so far as it is aware, all the Assigned Rights are valid and subsisting and there are and have been no claims, challenges, disputes or proceedings, pending or threatened, in relation to the ownership, validity or use of any of the Assigned Rights, and there is nothing that might prevent any application listed in Schedule 1 proceeding to grant;
- vi. so far as it is aware, exploitation of the Assigned Rights will not infringe the rights of any third party; and
- vii. the materials the subject of the Assigned Rights is its original work and have not been copied wholly or substantially from any other source save where indicated otherwise in the materials.

4. MORAL RIGHTS

The Assignor irrevocably and unconditionally waives in favour of the Assignee all and any moral or equivalent rights (whether conferred by the Trade Marks (2018), Copyright (2016), and Patents Act 2014 or otherwise) which the Assignor may now or at any time possess in respect of the works comprised within the Assigned Rights in so far as legally possible in any part of the world.

5. FURTHER ASSURANCE

5.1 The Assignor shall, at the request and cost of the Assignee, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents which the Assignee reasonably considers necessary to give full effect to this Assignment or to vest in the Assignee the full benefit of the Assigned Rights including registration of the Assignee as applicant or proprietor of the Assigned Rights.

5.2 The Assignor shall, at the request and cost of the Assignee, assist the Assignee with any proceedings which may be brought by or against the Assignee against or by any third party in relation to the Assigned Rights.

5.3 In order to secure the performance of the Assignor's obligations under this Assignment by way of security and in accordance with Chapter 5:02 of the

Malawi Trust Act, the Assignor irrevocably and unconditionally appoints the Assignee to be its attorney in its name and on its behalf to execute documents, use the Assignor's name and do all things which are necessary or desirable for the Assignee to obtain for itself or its nominee the full benefit of this clause. A certificate in writing, signed by a senior representative of the Assignee that any instrument or act falls within the authority

conferred by this Assignment shall be conclusive evidence that such is the case so far as any third party is concerned.

6. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Assignment or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

7. ENTIRE AGREEMENT AND VARIATION

7.1 This Assignment and the documents referred to or incorporated in it constitute the entire agreement between the parties relating to the subject matter of this Assignment and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, between the parties in relation to the subject matter of this Assignment.

7.2 Each of the parties acknowledges and agrees that it has not entered into this Assignment in reliance on any statement or representation of any person (whether a party to this Assignment or not) other than as expressly incorporated in this Assignment.

7.3 Without limiting the generality of the foregoing, each of the parties irrevocably and unconditionally waives any right or remedy it may have to claim damages and/or to rescind this Assignment by reason of any misrepresentation (other than a fraudulent misrepresentation) having been made to it by any person (whether party to this Assignment or not) and upon which it has relied in entering into this Assignment.

7.4 Each of the parties acknowledges and agrees that the only course of action available to it under the terms of this Assignment and the documents referred to or incorporated in this Assignment shall be for breach of contract.

7.5 Nothing contained in this Assignment or in any other document referred to or incorporated in it shall be read or construed as excluding any liability or remedy as a result of fraud.

7.6 No variation of this Assignment shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Assignment.

8. SEVERABILITY

The invalidity, illegality or unenforceability of any provisions of this Assignment shall not affect the continuation in force of the remainder of this Assignment.

9. GOVERNING LAW AND JURISDICTION

9.1 This Assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation including non-contractual disputes or claims shall be governed by and construed in accordance with the Laws of Malawi.

9.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Malawi over any claim or matter arising under or in connection with this Assignment.

10 COUNTERPARTS

This Assignment may be executed in any number of counterparts each of which when executed and delivered by one or more of the parties hereto shall constitute an original but all of which shall constitute one and the same Assignment.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

[Please complete this schedule with the details of all the intellectual property being transferred. If the intellectual property is not described correctly or sufficiently, the assignment may not be effective. If you are at all unsure please seek legal advice.]

Details of Patents:

Country or territory	Application or publication number	Date of filing or registration	Title / Description

Details of Registered Trade Marks:

Country or territory	Mark	Application or registration number	Date of filing or registration	Classes	Specification of goods or services

Details of Unregistered Trade Names:

Country or territory	Mark	Date of first use	Goods or services for which the mark has been used

--	--	--	--

Details of Registered Designs:

Country or territory	Application or registration number	Date of filing or registration	Title / Description

Details of Domain Names:

[Insert list of domain names. Do not include the elements "http://" or "www."] Details of other materials:

All Intellectual Property Rights in [*describe*

materials.....]. ***Make sure you include sufficient***

information to identify what the material is. Include pictures or copies of document where relevant. For example, all materials connected to the development of [name of product] including [give details e.g. the technical specification date]

[.....], the software referred to as [.....].

SCHEDULE 2

[Insert in this schedule details of any licences, previous assignments, security interest, option, mortgage, charge or lien relating to any of the Assigned Rights. If any exist, we strongly recommend that legal advice is taken as to the effect of these on the Assigned Rights and this Assignment.]

Executed as a Deed, but not delivered until the first date specified on page 1, by MZUNI TTO **senior representative** in the presence of a witness:

Signature

Name (block capitals)

Director of Research

Witness

signature

Witness name

(block capitals)

Witness address

5. BENEFICIARY DESIGNATION FORM

INNOVATOR'S BENEFICIARY PLAN

PERSONAL DETAILS OF INNOVATOR

PERSONAL INFORMATION	SURNAME _____ FIRST NAME: _____ GENDER _____ NATIONAL ID _____ DATE OF BIRTH _____ PHYSICAL ADDRESS: _____
NEXT OF KIN	NAME _____ PHONE NUMBER: _____
NAME OF SPOUSE	NAME: _____ PHONE NUMBER: _____
CHILDREN	<p>1. NAME: _____ PHONE NUMBER: _____</p> <p>2. NAME: _____ PHONE NUMBER: _____</p> <p>3. NAME: _____ PHONE NUMBER: _____</p> <p>4. NAME: _____ PHONE NUMBER: _____</p> <p>5. NAME: _____ PHONE NUMBER: _____</p>

In accordance with the provisions of the IP beneficiary plan, I hereby designate the following beneficiary (or beneficiaries) to receive any benefits payable upon my death under the terms of the Plan, and also do hereby revoke all previous designations of beneficiaries (if any) made by me under the Plan. I understand that this designation may be revoked by me at any time by filing a new designation form, delivered to the TTO.

Primary Beneficiary	First / MI / Last Name	Date of Birth	Relationship to You*	National ID #	Allocation Percentage

Beneficiary Form

Contingent Beneficiary	First / MI / Last Name	Date of Birth	Relationship to You*	National ID #	Allocation Percentage

IMPORTANT

(1) The Contingent Beneficiary will receive benefits only if the Primary Beneficiary does not survive you. It serves as a backup to the primary beneficiaries named on your life insurance policy. when you pass away if all your primary beneficiaries have also passed away, your contingent beneficiaries will receive the payout. If more than one Primary or Contingent Beneficiary is desired, please attach a separate sheet of paper and provide all information requested above.

(2) If all designated beneficiaries pre-decease you, distribution will be made to your spouse, surviving children, next-of-kin or estate (as directed by the TTO).

(3) *The designation of spouse as a beneficiary will be invalid if marriage is dissolved or annulled after date of designation.

Innovator's Signature

Date

Signature Witnessed by TTO

6. INTELLECTUAL PROPERTY DUE DILIGENCE FORM

SECTION A: OWNERSHIP

To be completed by Head of TTO

1	Check all contractual agreements such as employee agreements, contract research and consultancy agreements, license agreements, Non-Disclosure Agreements, Assignments, and third-party funding terms.			
Questions		Responses (and Remarks)		
a	Who currently owns the intellectual property?			
b	Are there prior claims to the technology?	Y	N	
c	Is there an agreement on ownership proportions and responsibilities where the IP is jointly owned by the University and one or more other party(s)?	Y	N	
d	If the IP is not owned by the inventors or the University, have arrangements been made to use the IP?	Y	N	
	Is the IP subject to any opposition, re-examination, or revocation proceedings	Y	N	
	ii. What is the likelihood that future claims can be put forward?	Y	N	
	iii. Has the third party patented all or only some of the IP associated with the invention?	Y	N	
e	Does the invention currently have any license agreements associated with it?	Y	N	
2	Check the CVs and do a background investigation on the inventor(s) and interview the inventor(s)			
a	Is the inventor in the forefront of his/her field of research and internationally known?	Y	N	

3	Assess the science/thinking behind in the invention, using experts in the field if necessary. Investigate the additional steps in the value chain required for commercialization, what is needed for them, how long they will take and how much they will cost.			
a	Is the invention scientifically sound and feasible?	Y	N	
	.How certain is it that it will work, i.e., what are the technical risks?			

	ii. Have the conceptual framework, experimental design, methods, analyses, and development options been adequately assessed?	Y	N	
	iii. How feasible/appropriate is the R&D methodology employed?			
b	Would it be possible to demonstrate the invention to a potential licensee or investor or convince them that it will work?	Y	N	
c	At what stage of development is the invention (idea only; some research done; some development done; prototype available; fully developed and market ready)?			
	Will a potential licensee have to fully develop the invention?	Y	N	
	ii. What steps are necessary for commercialization?			
	iii. How long will it take and how much will it cost for development and commercialization?			
	iv. Is this technology useful without substantial further investment in development?	Y	N	
d	Will the invention require any additional/new infrastructure or facilities not currently available to the inventors?	Y	N	
	What other facilities does the inventor have access to?			

e	Are there any significant concerns or problems with the invention (technical, commercial, market, regulatory issues etc.) that may result in failure to commercialize it?	Y	N	
	Does it need government approval or certification?	Y	N	
f	What is the level of technical innovation of the invention?			
	Is the technology still state-of- the-art?	Y	N	
g	Does the invention have a value-adding element?	Y	N	
h	Does the invention have a single application or are broad-based applications possible?	Y	N	
	Does it offer the possibility of alternative deliverables, if commercialization fails?	Y	N	

SECTION B: PATENT SEARCH

To be completed by IP Specialist

1	Literature and patent searches for novelty and prior art. Check Patent Office Register and databases for names of the patentee or applicant and for records of assignments, licenses, and securities. Check all relevant “prior art” publications, evidence of prior use, results of prior art and infringement searches, reports and opinions supplied by the inventor. Consult with a patent attorney to determine patentability, broadness of claims, infringement on other patents etc.			
Questions		Responses (and Remarks)		
a	Is the invention or part thereof currently protected by an issued or pending patent or some other form of IP?	Y	N	
	Have all key patents and patent applications been identified?	Y	N	
b	Are the rights owned by the University or a third party or both?	Y	N	

c	Are the rights strong and enforceable?	Y	N	
	.Have all local and foreign issued and pending patent applications been obtained?	Y	N	
	ii. Is there any scope for filing further patent applications?	Y	N	
d	Are any third-party rights infringed?	Y	N	
e	What territories are covered?			
	.Do the territories covered impact negatively on the ability to commercially exploit the invention?	Y	N	
f	Are there dominating patents?	Y	N	
	If so, are they available for license?	Y	N	
g	Is patenting the best option for protection of the IP?	Y	N	
	Is patenting the right route to maximize societal access to the technology?	Y	N	
	ii. Will the patent be supported by future developments?	Y	N	
h	What are the prospects of obtaining a valid patent?			
	What would the patent protect (e.g. a specific product, a new method of using an existing product, a way of developing a product, etc.)?	Y	N	
i	Has the invention been published or used commercially?	Y	N	
	If so, provide details of when it has been used or published?			

j	Did a novelty search (patent and/or literature search) identify any relevant prior art that may impact on the ability to patent the invention?	Y	N	
k	What is the potential extent of the patent protection that could be sought, i.e. are broad claims possible?			
	Is there a risk of the claims being “invented around”?	Y	N	
l	Is there a possibility of an overlapping portfolio of patents?	Y	N	
m	Will foreign patents be necessary/desirable?	Y	N	
	Have countries where patent protection may be required been identified?	Y	N	
n	If a patent is issued, can it be enforced?	Y	N	
o	Could infringement of the patent be easily detected?	Y	N	
p	Does commercial potential or return justify the cost of possible enforcement?	Y	N	
q	Has all confidential information and know-how been identified and is it secure?	Y	N	

SECTION C: COMMERCIALISATION POTENTIAL *To be completed by Head of TTO*

1	Assess the market and competition as thoroughly as possible through preliminary market research studies, existing market reports and any other publications or website information. Do a preliminary SWOT analysis on any competitors. Calculate potential future revenues.	
Questions		Responses (and Remarks)
a	Who are the customers for this invention?	

	i. What are the different markets for which this invention might be used?	
--	---	--

	ii. Does the invention address a defined, identifiable, unsatisfied market need/niche?	Y	N	
b	Does the invention address a defined, identifiable, unsatisfied market need/niche?	Y	N	
c	Is the invention easy for buyers to adopt?	Y	N	
d	Does the product have a long product cycle?	Y	N	
e	How big is the potential market for the invention both locally and globally?			
f	What are the characteristics of the market?			
	i. Is the invention premature for the current market?	Y	N	
	ii. Is this an established market, or one that will need developing?	Y	N	
	iii. What is the market acceptance/public perception of the product?	Y	N	
	iv. Is the market accessible (no blocking patents or overwhelming dominant player)?	Y	N	
g	Have prospective licensees/customers been identified or secured?	Y	N	
	Has there been any commercial interest in the invention?	Y	N	
h	Are there any directly competitive products or technologies currently on the market or in the pipeline?	Y	N	

	If yes, how do they compare with this invention?			
	i. Is the invention likely to be able to compete in the market against these products?	Y	N	
	ii. Does the competition have the market “sewn up”, i.e. do their IP rights dominate?	Y	N	
	iii. Is it a lot cheaper, better, and/or faster than the competition?	Y	N	
f	How does this product rate in terms of product differentiation when compared with similar products?			
	i. Does the invention confer a sustainable competitive advantage?	Y	N	
2	Assess the potential commercialization routes for the invention?			
a	What is the most appropriate commercial route for the invention?			
	i. Should the rights be sold outright for an immediate large return?	Y	N	
	ii. Will the licensee have to make a major investment to bring the technology to market?	Y	N	
	iii. Are there any additional requirements such as technical support?	Y	N	
	iv. Does the organization/inventor/creator have the capability and intention to commercialize the invention itself?	Y	N	
b	Is significant investment required to take the invention to market?	Y	N	
c	Should the University commit funding to the development and commercialization of the invention?	Y	N	
d	What is the availability of complementary funds for development and commercialization?			
	i. Will it be necessary to raise external funding for development and commercialization of the invention?	Y	N	
	ii. What is the likelihood of being able to raise external funding for development and commercialization?			

e	Are we likely to recover and exceed commercialization costs and effort from the invention?	Y	N	
f	Is the market large enough to justify the risk?	Y	N	
g	If patented, will this invention likely attract a license or investment for commercialization, with enough return to the institution to justify the patenting expense?	Y	N	

7. Preliminary Technology Evaluation Form

Key for scoring values	
Definition	Score
Low	1
Medium	2
High	3
Very high	4

Table 1 Market Analysis

Question		Score	Remark
1	Ability of the invention/innovation to address unmet market needs		
2	Are those who care about the technology being identified e.g., customers, sponsor, funding source, safety and hazardous materials regulators?		
3	How competitive is the innovation over existing technologies?		
4	Value gained from cost of production		
5	Value gained from Projected time to market		
6	Value gained from Level of financial risk		
7	How scalable is the innovation?		

Table 2 Technology Development

Question		Score	Remark
1	What value can be gained from the performance		
2	How easy is the utilization of the innovation		
3	How easy is it to replicate the innovation		
4	Value gained from the time of production		

5	What is the value gained from ease of access to raw materials and inputs		
6	Value gained from design quality		
7	Do rough calculations confirm the claims?		
8	Do paper studies confirm basic scientific principles of new technology?		
9	Has a scientific methodology or approach been developed?		
10	Do basic principles (physical, chemical, mathematical) support the concept?		
11	Does preliminary analysis of the claim confirm basic scientific principles?		
12	has system processes/architecture been defined in terms of major functions?		

Table 3 Public Benefit

Question		Score	Remark
1	Does the innovation have any potential to bring Job creation?		
2	Value towards environmental conservation		
3	Value towards improved access to basic human necessities e.g water, food, housing, clothing, energy		
4	Value towards improved access to social services e.g education, health		
5	Women and other social minority groups empowerment		

Table 4 IP Regulations

Question		Score	Remark
1	What are the possibilities of the innovation becoming patentable?		
2	What percentage of the innovation is of public knowledge		
3	Have the Initial scientific observations been reported in journals/conference proceedings/technical reports?		
4	Value on cost of protection		
5	Value towards regulatory compliance		

Table 5 Safety

	Question	Score	Remark
1	Have safety and hazardous materials been evaluated?		
2	Is the innovation harmful/have any effect on the environment		
3	Is the innovation harmful/have any effect on people		
4	Does the innovation emit hazardous waste		

8. CONFIDENTIAL INNOVATION/IP DISCLOSURE FORM

- This Invention Disclosure Form (IDF) is the initial step in establishing intellectual property (IP) and determining how to proceed with it at the University. This procedure involves decisions on ownership, patenting, and licensing.
- The IDF serves as legal documents in that they record what has been invented as well as the circumstances under which the invention was made.
- This form should only be submitted when something new and useful has been invented. As such thorough research is advised to all applicants.
- Submitted IDF's are treated as confidential until a patent application is filed or the invention is publicly disclosed (i.e. via an inventor's publication)
- Answer each question by clicking a check box or by typing into the associated table or fillable box.
- If you are unsure how to answer a question, email us at tto@mzuni.ac.mw and we'll assist you accordingly.

For office use only

Title of intellectual property:

Project identification number:

Date Received:

INNOVATION / IP NAME:

--

INNOVATION/ IP DETAILS:

1.1. Provide a detailed description of what your invention is and how it works

--

1.2. Describe the problem or need addressed by your invention. What problem does your invention solve, or what need does your invention fulfil?

--

1.3. Identify other technologies, products or processes (both existing and potential) which are used to solve this problem?

1.4. What are the problems/ drawbacks associated with these technologies, products or processes (as listed in 1.3)?

1.5. Explain how this innovation/IP overcomes these problems (*i.e.* what are its advantages).

1.6. What is the current stage of development of the innovation/IP? If possible, grade it on a scale of 1-9 using the standard Technology Readiness Levels (TRL).

1.7. What do you consider to be the most inventive aspect of the proposed innovation/IP?

1.8. Are there other possible applications of the innovation/IP?

1.9. List the names and contact details of companies which you think would be interested in using, developing or marketing this innovation/

.

Company	Contact person (if any)	Contact information

STATE OF THE ART

Note: The MZUNI TTO upon receiving your application will also do their own patent and literature searches as well as possibility of any public disclosures.

(2.1) Please list relevant references from the scientific literature (use separate sheet if necessary).

(2.2) Please list the results of the patent search which you have conducted (use separate sheet if necessary)

(2.3) Has any public disclosure of the innovation occurred already, without the protection of a Non-Disclosure Agreement? *(Such public disclosure includes, but is not limited to, online abstracts or research papers, posters or oral*

presentations at a scientific conference, discussions with non-MZUNI individuals, inclusion in a student thesis or dissertation.)

Yes No (please tick as appropriate)

If Yes, please provide details.

Date of Disclosure	Type (e.g. journal, conference, meeting)	Details (incl. paper title, journal or conference name, location, etc.)

Do you have any plans to make a public disclosure in the next 30 days?

Yes No (please tick as appropriate)

If Yes, please provide details.

Date of Disclosure	Type (e.g. journal, conference, meeting)	Details (incl. paper title, journal or conference name, location, etc.)

FUNDING AND CONTRACTS

(3.1) Has the research that led to the invention been sponsored or funded by industry, or funded by a grant(s) from a government agency or private foundation?

Yes No (please tick as appropriate)

If Yes, please provide details.

Source of Funding	Title of Project	Agency Project Code

(3.2) Is the innovation/IP linked to any of the following whether past, present or currently under negotiation?

- a. material transfer agreement(s) Yes No
- b. licence agreement(s) Yes No
- c. personal consultancy(s) Yes No
- d. provision of equipment Yes No
- e. open-source software licence Yes No

If Yes to any of the above, please provide details (use separate sheet if necessary)

--

INNOVATOR / CONTRIBUTOR DETAILS

(4.1) Please list all individuals whom you consider to have made a conceptual and inventive contribution to the generation of the innovation/IP and list those who have made a practical (non-inventive contribution)

Name + Home Address	Institution	Position (e.g. staff or student)	Nationality	Type of Contribution	Contribution (%)

Note: Unlike authorship of a scientific publication, where patents are concerned inventorship is a matter of law and a patent that fails to name the correct inventors either because those listed are not true inventors or true inventors were excluded, may be ruled invalid.

Actual entitlement to inventorship can only be correctly assigned when prosecution of a patent application is fully complete, as it is the content of the final claims that are granted which establishes entitlement and this can be different from the original claims in the initial application. Hence, in certain circumstances, it may be necessary to amend the listing of inventors at a later date at the patent office.

Important Notice

The information above is used to determine ownership of intellectual property rights and subsequent royalties. Failure to provide complete and accurate information may jeopardize or invalidated any subsequent patent application (if such is appropriate).

I/we declare that to the best of my/our knowledge that the information provided in this form is correct and complete and I/we assign the intellectual property to MZUNI TTO in accordance with MZUNI TTO Intellectual Property Policy and Procedures.

Innovator/Contributor Name	Signature	Date

When completed, the form should be sent by e-mail to tto@mzuni.ac.mw with a signed original to be sent to the address below:

Head of TTO
Mzuzu University
Private Bag 201
Luwinga,
Mzuzu 2
Malawi

9. INNOVATION TRACKING FORM

This form is used to track the progress of the innovation from disclosure to commercialisation. For each completed stage, the form **MUST** be photocopied and filed before taking it to the next stage.

STAGE: DISCLOSURE

Innovation Disclosure Date:

Officer:.....

Action:.....

.....

.....

Sent to:Date:

Signature:

STAGE: PRELIMINARY ASSESSMENT

Received by: Date:

Officer:.....

Action:.....

.....

.....

Sent to: Date:

Signature:

STAGE: FULL ASSESSMENT & DUE DILIGENCE

Received by: Date:

Officer:.....

Action:.....

.....

.....

Sent to: Date:

Signature:

STAGE: PROTECTION

Received by: Date:

Officer:.....

Action:.....

.....

.....

Sent to: Date:

Signature:

STAGE: MARKETING

Received by: Date:

Officer:.....

Action:.....

.....

.....

Sent to: Date:

Signature:

STAGE: IDENTIFYING START-UP/ EXISTING COMPANY

Received by: Date:

Officer:.....

Action:.....

.....

.....

Sent to: Date:

Signature:

STAGE: LICENSING

Received by: Date:

Officer:.....

Action:.....

.....

.....

Sent to: Date:

Signature:

STAGE: COMMERCIALISATION

Received by: Date:

Officer:.....

Action:.....

.....

.....

Sent to:

Date:

Signature:

PATENTABILITY FORM

<p>REQUEST FOR GRANT OF PATENT</p> <p>To: MZUNI TTO</p>	<p>For Official Use</p> <p>Application received on:</p> <p>Fee received on:</p> <p>Amount:</p> <p>.....</p> <p>*Cheque / Cash / Electronic Funds Transfer.</p> <p>.....</p>
	<p>Date of mailing</p> <p>.....</p>

Please submit this Form in duplicate together with the prescribed fee

Applicant's file reference.....

THE APPLICANT(S) REQUEST(S) THE GRANT OF A PATENT IN RESPECT OF THE FOLLOWING PARTICULARS:

I. Title of innovation:

.....
.....

II. APPLICANT(S) (the data concerning each applicant must appear in the space below:

Name:

.....

I.D/Passport No.:

.....

Address:

.....

.....

.....

.....

Address for service in Malawi:

.....

.....

.....

Nationality:

.....

*Permanent residence or principal place of business:

.....

.....

.....

.....

Phone Number

Email

.....

.....

Additional Information (if any)

III. INNOVATOR:

Applicant is the innovator Yes No

If the applicant is not the innovator:

Name of innovator:

.....
.....

Address of innovator:

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

A statement justifying the applicant's right to the patent accompanies this Form:

Yes No

Additional Information (if any)

IV. AGENT OR REPRESENTATIVE:

Applicant has appointed an agent Yes No

Agent's registration No.:

.....

Applicant has appointed

..... to be their representative

V. REGIONAL APPLICATION:

This application is a regional application

The benefit of the filing date of the initial application is claimed in as much as the subject contained in the initial application identified below:

Initial Application No.:

.....

Date of Filing of initial application:

.....

Priority date of the present application is

.....

Additional Information (if any)

.....

VI. DISCLOSURE TO BE REGARDED FOR PRIOR ART PURPOSES:

Additional information is contained in supplemental box:

(a) Disclosure was due to acts of applicant or his predecessor in title

Yes No

Date of disclosure:

.....

(b) Disclosure was due to abuse of rights of applicant or his predecessor in title

Yes No

Date of disclosure:

.....

A statement specifying in more detail the facts concerning the disclosure accompanies this Form

Additional Information (if any)

.....

.....

VII. PRIORITY CLAIM (if any):

The priority of an earlier application is claimed as follows:

Country (if the earlier application is a regional or international application, indicate the office with which it is filed):

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

Filing Date:

.....

Application No.:

.....

Symbol of the International Patent Classification:

It not yet allocated, please tick

The priority of more than one earlier application is claimed:

Yes No

The certified copy of the earlier application (s) accompanies this Form:

Yes No

If No, it will be furnished by

..... (date)

Additional Information (if any)

VIII. CHECK LIST:

A. This application contains the following:

- 1. Request
- 2. description sheets
- 3. claim sheets
- 4. abstract sheets
- 5. drawings sheets
- 6. Declaration sheets

B. This Form, as filed, is accompanied by the items checked below:

	(a) signed MZUNI TTO Form <input type="checkbox"/>	
	(b) declaration that innovator does not wish to be named in the patent <input type="checkbox"/>	
	(c) statement justifying applicant's right to the patent <input type="checkbox"/>	
	(d) statement that certain disclosure be disregarded <input type="checkbox"/>	
	(e) priority document (certified copy of earlier application) <input type="checkbox"/>	
	(f) cash, cheque / Electronic Funds Transfer for the payment of application fee <input type="checkbox"/>	

(g) other documents (specify)	<input type="checkbox"/>
IX. SIGNATURE (Date)	
** (Applicant/Agent)	
If Agent, indicate Agent's Registration No.	
.....	

10. RESEARCH AND DEVELOPMENT AGREEMENT

Between

Mzuzu University Technology Transfer office

and

[_____]

This Research and Development Agreement, entered into between Mzuzu University Technology Transfer Office

(hereinafter referred to as “MZUNI TTO”) and _____ (hereinafter referred to as “Collaborating Party”) will be effective when signed by all parties.

Section A: Description

Section B: Term

Section C: Principal Investigator

Section D: Financial Obligation

Section E: Title to Property

Section F: Agreement

Article 1: Definitions

Article 2: Cooperative Research and Development Program

Article 3: Reports

Article 4: Publicity, Use of Name, and Endorsement

Article 5: Publication

Article 6: Modifications, Extensions, Disputes, and Terminations

Article 7: Independent Entities

Article 8: Representations and Warranties

Article 9: Liability

Article 10: Force Majeure

Article 11: Miscellaneous

Section G: Intellectual Property

Article 12: Patents

Article 13: Copyrights

Article 14: Proprietary Information

Section H: Notices and Certification

Article 15: Notices

Article 16: Review, Ratification, and Certification

Appendix A: Obligation of the Parties (OP)

Appendix B: Quarterly Progress Report / Final Report

SECTION A: DESCRIPTION

The purpose of this Research and Development Agreement is as further described in Obligation of the Parties, Appendix A, which is attached and incorporated herein by this reference.

SECTION B: TERM

The term of this Agreement is for a period of _____ months, commencing on the Effective Date of this Agreement, unless otherwise modified pursuant to Article 6, Modifications, Extensions, Disputes, and Terminations.

SECTION C: PRINCIPAL INVESTIGATOR

The MZUNI TTO agrees to assign a substantial portion of the work to be performed pursuant to Appendix A, Obligation of the Parties (OP) to this Agreement to, as Principal Investigator (PI). The work for the Collaborating Party will be performed under the supervision of _____(Name) as PI.

SECTION D: FINANCIAL OBLIGATION

The MZUNI TTO will not provide any funds to the Collaborating Party under this Agreement.

SECTION E: TITLE TO PROPERTY

All capital equipment developed, acquired, and paid for under this Agreement by the MZUNI TTO shall be the property of the MZUNI TTO, except that title to the items of capital equipment listed below provided to the MZUNI TTO by the Collaborating Party or acquired by the MZUNI TTO with funds supplied by the Collaborating Party shall remain or vest in the Collaborating Party:

SECTION F: AGREEMENT

The MZUNI Technology Transfer Office guidelines, as amended, in the SOPs, permits TTO to authorize the designated TTO representative to enter into this Research and Development Agreement in consistent with MZUNI IP regulations and policies.

Article 1. Definitions

As used in this Agreement, the following terms shall have the following meanings:

1.1 The term “Agreement” means this Research and Development Agreement. 1.2 The term “Research and Development Agreement” means any agreement between the MZUNI TTO and other parties under which the MZUNI TTO, through its resources, provides personnel, services, facilities, equipment, intellectual property, or other resources with or without reimbursement (but not funds to other parties), and the other parties provide funds, personnel, services, facilities, equipment, intellectual property, or other resources toward the conduct of specified research or development efforts which are consistent with the mission of the University; except that such term does not include a procurement contract or cooperative agreement.

1.3 The term “Cooperative Research and Development Program” means the research and development work or effort as defined in the OP in Article 2.1, Obligation of the Parties and Appendix A, Obligation of the Parties.

1.4 The term “Created” in relation to any copyrightable software work means the work is fixed in any tangible medium of expression for the first time. 1.5 The term “Developed” means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market.

1.6 The term “Effective Date” means the date on which all parties sign the Agreement.

1.7 The term “Field of Use” refers to a license in which the license rights may be divided among various markets, applications, use, or product distinctions. 1.8 The term “Invention” means any invention or discovery that is or may be patentable or otherwise protected.

1.9 The term “Made” in relation to any Invention means the conception or first actual reduction to practice of such Invention.

1.10 The term “Principal Investigator” (PI) means the person designated respectively by each Party to this Agreement who will be responsible for the scientific and technical conduct of the research or collaboration.

1.11 The term “Proprietary Information” means information which could provide a competitive advantage to the party possessing such information and which either embodies trade secrets developed at private expense or is confidential technical, business or financial information provided that such information:

- i. is not generally known, or is not available from other sources without obligations restricting its disclosure; or

- ii. has not been made available by the owners to others without obligation restricting its disclosure; or
- iii. is not described in an issued patent or a published copyrighted work or is not otherwise available to the public without obligation restricting its disclosure; or
- iv. can be withheld from disclosure under MZUNI TTO SOPs and
- v. is identified as such by labels or markings designating the information as proprietary.

1.12 The term “Sensitive but Unclassified Information” (SUI) means unclassified information in any form including print, electronic, visual, or aural forms that the MZUNI TTO must protect from uncontrolled release to persons outside the MZUNI TTO and indiscriminate dissemination within the MZUNI TTO. 1.13 The term “Special Purpose License” means a license to the Government of Malawi conveying a nonexclusive, non-transferable, irrevocable, worldwide, royalty-free license to practice and have practiced an Invention for or on behalf of the Government for research or other government purposes and conveying a nonexclusive, non-transferable, irrevocable, worldwide, royalty-free license to use, duplicate, prepare derivative works, distribute or disclose copyrighted works or Proprietary Information in whole or in part and in any manner, and to have or permit others to do so, for research or other government purposes. Research or other government purposes include competitive procurement, but do not include the right to have or permit others to practice an Invention or use, duplicate, prepare derivative works, distribute or disclose copyrighted works or Proprietary Information for commercial purposes.

1.14 The term “Subject Data” means all recorded information first produced in the performance of this Agreement, excluding Proprietary Information. 1.15 The term “Subject Invention” means any invention made in the performance of work under this Agreement.

Article 2. Cooperative Research and Development Program

2.1 *Obligation of the Parties.* The cooperative research and development effort performed under this Agreement shall be performed in accordance with Appendix A, Obligation of the Parties (OP). The utilization of The MZUNI TTO 's personnel, resources, facilities, equipment, skills, know-how, computer software and information will be consistent with its own policies, missions, and requirements. It is understood that the nature of this cooperative effort is such that completion within the period of performance specified, or within the limits of financial support allocated, cannot be guaranteed. Accordingly, it is agreed that all collaboration is to be performed on a best-efforts basis.

2.2 *Review of Work.* Periodic conferences or on-site visits may be held, when deemed necessary by both parties, between personnel of The MZUNI TTO and the Collaborating Party for the purpose of reviewing the progress of work defined in the OP.

2.3 *Work Performed by Contractors on Behalf of MZUNI TTO.* If the MZUNI

TTO wishes to utilize a contractor to perform certain work to fulfil MZUNI TTO's obligations under this Agreement, The MZUNI TTO shall provide the Collaborating Party a minimum of thirty (30) days advance notice prior to utilizing a contractor to perform such work. The Collaborating Party understands and agrees that the Government of Malawi may not be able to offer the Collaborating Party the option to an

exclusive license for a prenegotiated field of use in a Subject Invention, as described in Section G, Intellectual Property of this Agreement, if a contractor makes, solely or jointly, such Subject Invention under this Agreement.

Article 3. Reports

3.1 *Quarterly and Final Reports.* The MZUNI TTO and the Collaborating Party shall prepare and submit quarterly and final reports. These reports shall follow the guidelines in Appendix B, Report Format. All of the cooperative research and development activities and accomplishments will be recorded in a final report. The draft final report will be prepared and submitted by the Collaborating Party for MZUNI TTO review sixty (60) days prior to the expiration of this Agreement. The MZUNI TTO will provide review comments within thirty (30) days of receipt. The Collaborating Party will incorporate any MZUNI TTO comments and submit the final report on or before the expiration date of this Agreement. Copies of any reports shall be distributed in accordance with Article 15, Notices.

3.2 *Technical Notes and Data Reports.* Technical notes and data reports shall be formatted as mutually agreeable between the parties.

Article 4. Publicity, Use of Name, and Endorsement

4.1 *Use of MZUNI TTO Name Prohibited.* The Collaborating Party shall not use the name of The MZUNI TTO on any product or service which is directly or indirectly related to either this Agreement or any patent license or assignment which implements this Agreement without the prior approval of The MZUNI TTO .

4.2 *No Endorsement by MZUNI TTO.* By entering into this Agreement, The MZUNI TTO does not directly or indirectly endorse any product or service provided, or to be provided, by the Collaborating Party, its successors, assignees, or licensees. The Collaborating Party shall not in any way imply that this Agreement is an endorsement by The MZUNI TTO of any such product or service.

Article 5. Publication

5.1 *Consultation.* The MZUNI TTO and the Collaborating Party agree to confer and consult with each other prior to publication or other public disclosure of the results of work under this Agreement to ensure that no Proprietary Information, SUI, or military critical technology is released. Furthermore, prior to submitting a manuscript for publication or before any other public disclosure, each party will offer the other party ample opportunity to review such proposed publication or disclosure to submit objections.

5.2 *Objections.* If either party objects to the publication, the publication is not made until the dispute is resolved pursuant to Article 6.4, Disputes.

Article 6. Modifications, Extensions, Disputes, and Terminations

6.1 *Modifications.* If either party desires a modification in this Agreement, the parties shall, upon reasonable notice of the proposed modification by the party desiring the change, confer in good faith to determine the desirability of such modification. Such modification shall not be effective until a written modification is signed by all the parties hereto by their representatives duly authorized to execute such modification.

6.2 *Scope Change*. If at any time either PI determines that the research data dictates a substantial change in the direction of the work, they shall promptly notify the other party, and the parties shall make a good faith effort to agree on any necessary modification to the OP. Any substantial modification in the direction of work will be executed pursuant to this Article and will be formalized by a mutual agreement and a modification to the OP that specifies the new work to be performed.

6.3 *Extensions*. Extensions of the term of this Agreement may be made prior to the expiration of the Agreement without the need for additional review beyond that of the Supervisor of The MZUNI TTO . If the parties wish to continue the work called for under the OP after the expiration of this Agreement, they may enter into a new Agreement.

6.4 *Disputes*. The Collaborating Party and The MZUNI TTO recognize that disputes arising under this Agreement are best resolved at the local working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanisms and procedures to resolve disputes at this level. The Parties shall resolve any disagreement regarding the interpretation or application of the Agreement or its annexes or appendices through consultations. The Parties shall not refer any such disagreement to a third party for settlement.

6.5 *Continuation of Cooperative Research Pending Resolution*. Pending the resolution of any dispute under this Article, work under this Agreement will continue as elsewhere provided herein; provided, however, if such dispute is not resolved within sixty (60) days of the onset of such dispute, either party may terminate this Agreement pursuant to Article 6.6, Termination.

6.6 *Termination*. Either party may terminate this Agreement upon delivery of written notice at least ninety (90) days prior to such termination. Each party shall bear its own costs resulting from or related to the termination.

6.7 *Obligations Surviving Termination*. Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the Effective Date of termination of this Agreement. No termination of this Agreement, however effectuated, shall release the parties hereto from their rights, duties, and obligations under this Agreement.

Article 7. Independent Entities

Independent Entities. The parties to this Agreement are independent entities and are not agents of each other, joint venturers, partners, or joint parties to a formal business organization of any kind. Neither party is authorized nor empowered to act on behalf of the other with regard to any contract, warranty, or representation as to any matter, and neither party will be bound by the acts or conduct of the other. Each party will maintain sole and exclusive control over its own personnel and operations.

Article 8. Representations and Warranties

8.1 *No Warranty*. Except as specifically stated below, the MZUNI TTO and the Collaborating Party make no express or implied warranty as to any matter whatsoever, including the conditions of the research or any Invention or product, whether tangible or intangible, Made or developed under this Agreement, or the ownership, merchantability, or fitness for a particular purpose of the research or any Invention or product.

8.2 *Representations and Warranties of the MZUNI TTO.* The MZUNI TTO hereby represents and warrants to the Collaborating Party as follows:

8.2.1 *Mission.* The performance of the activities specified by this Agreement is consistent with the mission of the MZUNI TTO.

8.2.2 *Authority.* All prior reviews and approvals required by regulations or law have been obtained by the MZUNI TTO prior to the execution of this Agreement.

8.2.3 *Statutory Compliance.* The MZUNI TTO, prior to entering into this

Agreement, has (1) given special consideration to entering into Agreements with small business firms and consortia involving small business firms; (2) has given preference to business units located in the Malawi which agree that products embodying Subject Inventions Made under the Agreement or produced through the use of such Subject Inventions will be manufactured substantially in the Malawi; and, (3) in the event this Agreement is made with an industrial organization or other person subject to the control of a foreign company or Government, taken into consideration whether or not such foreign Government permits United States agencies, organizations, or other persons to enter into Agreements and licensing agreements with such foreign country.

8.3 *Representations and Warranties of the Collaborating Party.* The Collaborating Party hereby represents and warrants to The MZUNI TTO as follows:

8.3.1 *Corporate Organization.* The Collaborating Party, as of the date hereof, is a corporation duly organized, validly existing and in good standing under the Laws of Malawi.

8.3.2 *Statement of Ownership.* The Collaborating Party is neither foreign controlled nor a subsidiary of a foreign controlled entity.

8.3.3 *Power and Authority.* The Collaborating Party has the requisite power and authority to enter into this Agreement and to perform according to the terms thereof.

8.3.4 *Due Authorization.* The Board of Directors and shareholders of the Collaborating Party have taken all actions required to be taken by law, the Collaborating Party's Certificate or Articles of Incorporation, its bylaws or otherwise, to authorize the execution and delivery of this Agreement.

8.3.5 *No Violation.* The execution and delivery of this Agreement does not contravene any material provision of, or constitute a material default under any material Agreement binding on the Collaborating Party or any valid order of any court, or any regulatory agency or other body having authority to which the Collaborating Party is subject.

8.3.6 *Change in Collaborator Status.* The Collaborating Party agrees to notify The MZUNI TTO within thirty (30) days should it become subject to the control of a foreign company or government at any time during this Agreement, or if any change occurs relevant to this Agreement.

Article 9. Liability

9.1 *Tort Liability of Government.* The Government of Malawi shall only be liable for those tortious acts for which relief is available pursuant to the Laws of Malawi.

9.2 *Personal Injury and Damage to Property.* The Collaborating Party agrees to save and hold harmless the Government of Malawi, its officers, agents, and employees from liability of any nature or kind, including costs and expenses, for, or on account of, any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of negligence on the part of the Collaborating Party, its officers, agents, and employees in the performance of this Agreement.

9.3 *Indemnification.* The Collaborating Party holds the Government of Malawi harmless and indemnifies the Government of Malawi for all liabilities, demands, damages, expenses, and losses arising out of the use by the Collaborating Party, or any party acting on its behalf or under its authorization, of The MZUNI TTO 's research and technical developments or out of any use, sale, or other disposition by the Collaborating Party, or others acting on its behalf or with its authorization, of products Made by the use of The MZUNI TTO 's technical developments. This provision shall survive termination of this Agreement.

9.4 *Disposal of Toxic or Other Waste.* The Collaborating Party shall be responsible for the removal from The MZUNI TTO property of any and all toxic or other material used, provided, or generated in the course of performing this

Agreement. The Collaborating Party shall obtain at its own expense all necessary permits and licenses as required by law of Malawi and shall conduct such removal in a lawful and environmentally responsible manner.

Article 10. Force Majeure

Neither party shall be liable for any unforeseeable event beyond its reasonable control not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations under this Agreement (and which it has been unable to overcome by the exercise of due diligence), including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning, and other natural catastrophes, epidemic, war, riot, civic disturbance, or disobedience, strikes, labor dispute, or failure, threat of failure, or sabotage, or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, the party unable to perform shall promptly notify the other party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

Article 11. Miscellaneous

11.1 *Officials Not to Benefit.* No member of, or delegate to, the Government of Malawi, or resident commissioner, shall be admitted to any share or part of this Agreement, nor to any benefit that may arise there from; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

11.2 *Governing Law.* The construction, validity, performance, and effect of this Agreement for all purposes shall be governed by the laws applicable to the Government of Malawi.

11.3 *Entire Agreement.* This Agreement constitutes the entire Agreement between the parties concerning the subject matter of this Agreement.

11.4 *Headings*. Titles and headings of the Sections and Articles of this Agreement are for the convenience of references only and do not form a part of this Agreement and shall in no way affect the interpretation thereof.

11.5 *Waivers*. None of the provisions of this Agreement shall be considered waived by either party hereto unless such waiver is given in writing to the other party. The failure of either party to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of either party hereto.

11.6 *Severability*. The illegality or invalidity of any provisions of this Agreement shall not impair, affect, or invalidate the other provisions of this Agreement.

11.7 *Assignment*. Neither this Agreement nor any rights or obligations of either party hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other party.

11.8 *Export Controls*. Information and/or products developed pursuant to this Agreement may contain information for which export is restricted by applicable export control laws and regulations of the Government of Malawi. Nothing in this Agreement shall be construed to permit any disclosure in violation of those restrictions.

SECTION G: INTELLECTUAL PROPERTY

Article 12. Patents

12.1 *Prior Patents of the Collaborating Party*. The following inventions of the Collaborating Party are the subject of pending patent applications or are disclosed in issued patents.

[Please list any inventions that meet the description above]

12.2 *Reporting of Inventions*. The MZUNI TTO shall promptly report to the Collaborating Party each Subject Invention reported to The MZUNI TTO by its employees. The Collaborating Party shall promptly disclose to The MZUNI TTO each Subject Invention reported to the Collaborating Party by any of its employees. Each party shall provide the other party with copies of the patent applications it files on any Subject Invention along with the power to inspect and make copies of all documents retained in the official patent application files by the applicable patent office, except as may be prohibited by laws relating to Inventions affecting national security.

12.3 Rights in Subject Inventions

12.3.1 *Inventions Made Solely by Government Employees*. The MZUNI TTO may agree to grant to the Collaborating Party, for reasonable compensation when appropriate, licenses or assignments, or options thereto to any Subject Invention Made solely by a Government of Malawi employee. In addition, the Collaborating Party, for reasonable compensation, shall have an option to choose an exclusive license in the following specific fields of use:

12.3.2 *Subject Inventions Made Solely by the Collaborating Party*. The

MZUNI TTO, on behalf of the Government of Malawi, agrees that the Collaborating Party shall retain title to any Subject Invention made solely by its employees under this Agreement. The Collaborating Party

shall disclose each Subject Invention to The MZUNI TTO within two months after the inventor discloses it in writing to the Collaborating Party, or, if earlier, within six months after the Collaborating Party becomes aware that a subject invention has been made.

12.3.2.1 The Collaborating Party hereby grants to the Government of Malawi, in advance, a Special Purpose License in any Subject Invention Made by the Collaborating Party employees under this Agreement to practice or have practiced throughout the world by or on behalf of the Government of Malawi each invention made in whole or in part by its employees under this Agreement.

12.3.2.2 In the exercise of such license, the Government of Malawi shall not publicly disclose trade secrets or commercial or financial information that is privileged or confidential within the scope of MZUNI Intellectual Property Policy or which would be considered as such if it had been obtained by a non-governmental party.

12.3.3 *Joint Inventions.* The MZUNI TTO, on behalf of the Government of Malawi, agrees that the Collaborating Party shall have the first option to retain title to each Subject Invention made jointly by MZUNI TTO and Collaborating Party employees.

12.3.4 *Subject Inventions Made by Contractor Employees and Other Third Parties.* In some cases, contractor personnel support Government employees in the various activities at the MZUNI TTO including supporting Government of Malawi personnel engaged in a Research and Development Agreement. If a Subject Invention is Made by support contractor personnel, the rights of the support contractor are determined by the contract between the support contractor and the Government of Malawi. It may be that the Government is not authorized to grant any rights in such Inventions to the Collaborating Party under this Agreement.

The Collaborating Party shall have no rights in any inventions made by third parties, except as provided by separate agreement between the Collaborating Party and such third party. Such separate agreement regarding rights in inventions shall not denigrate any rights allocated by this Agreement between the Collaborating Party and the Government of Malawi. Should an invention be made jointly by an employee of the Government of Malawi, and one or more third parties and not by any employee of the Collaborating Party, the Collaborating Party shall have no rights in any such invention, except as provided by separate agreement among all inventors or their assignees. Should an invention be made jointly by employees of the Government of Malawi, the Collaborating Party, and any third parties, all joint inventors, or their assignees, agree to negotiate such cross licenses as may be necessary to effect the maximum commercialization of the invention.

12.4 *License Agreements.* Each license by either party shall be memorialized in a written instrument that establishes and confirms the rights that the Government of Malawi has acquired in the Subject Invention. This License Agreement shall be in a form acceptable to both parties.

12.5 *Filing Patent Applications.* Subject to negotiation, the Collaborating Party shall have the first option to file a joint patent application on any joint Subject Invention made under this Agreement, which option shall be exercised by giving notice in writing to the MZUNI TTO and by filing a patent application in the patent office of Malawi (Registrar General) within six (6) months after written notice is given, but in any event, prior to statutory bar. If the Collaborating Party elects not to file or not to continue prosecution of

a patent application on any such Invention in any country or countries, the Collaborating Party shall notify the MZUNI TTO thereof at least three (3) months prior to the expiration of any applicable filing or response deadline, priority period or statutory bar date. In any country in which the Collaborating Party does not file, or does not continue prosecution of, or make any required payment on, an application or patent on any such Invention, the MZUNI TTO may file, or continue prosecution of, or make any required payment on, an application or patent. The Collaborating Party then assigns to the MZUNI TTO whatever right, title and interest the Collaborating Party has in and to such invention, application, or patent.

12.6 *Government Interest.* Any patent application filed on any Subject Invention made under this Agreement shall include in the patent specification thereof the statement: "This invention was made in the performance of a Research and Development Agreement No. ____ with the MZUNI TTO. The Government of Malawi has certain rights to use the invention."

12.7 *March-In Rights.* The Government of Malawi may require the Collaborating Party to grant licenses in subject inventions under exceptional circumstances.

12.8 *Patent Expenses.* Unless otherwise agreed, the party filing an application shall pay all patent application preparation and filing expenses and issuance, post issuance and patent maintenance fees associated with that application. Any party having an obligation to pay a maintenance fee who decides not to pay such expenses shall so notify the other party of that decision in sufficient time to permit the other party to preserve its interest in the patent.

12.9 *Patent Cooperation.* Both parties agree to cooperate in executing all necessary documents and obtaining cooperation of its employees in executing such documents related to such application or patent.

Article 13. Subject Data and Copyrights

13.1 *Ownership of Copyright.* The Collaborating Party shall have the right to copyright all software (including modifications and enhancements thereto), documentation, and other works created in whole or in part by the Collaborating Party under this Agreement. The Collaborating Party shall mark any such works with a copyright notice showing the Collaborating Party as the author or coauthor and shall in its reasonable discretion determine whether to file applications for registration of copyright.

13.2 *Copyright Notice.* The Collaborating Party will clearly mark all copyrighted software or other works provided to the Government of Malawi with appropriate notices.

13.3 *No License to Government.* Title to software developed by the Collaborating Party exclusively at private expense shall remain in the

Collaborating Party. Rights in patentable computer software are covered in Article 12, Patents, above. The Government of Malawi, however, is not precluded from negotiating for rights in copyrighted works, including computer software, created or developed under this Agreement.

13.4 *Rights in Subject Data.* The Collaborating Party and the Government of Malawi shall have title to all Subject Data it respectively generates. The Collaborating Party and the Government of Malawi agree to provide all such

Subject Data to the other and to hereby grant each other "unlimited rights" in

Subject Data. "Unlimited rights" as used in this paragraph shall mean the right to use, modify, reproduce, release, disclose, perform, or display the Subject Data in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so.

Article 14. Proprietary Information

14.1 *Ownership of Proprietary Information.* Subject to Articles 12 and 13, Patents and Copyrights, the Collaborating Party shall own all Proprietary

Information that it solely developed under this Agreement. The Collaborating Party hereby grants to the Government of Malawi limited rights in all technical data that it developed at private expense under this Agreement. No other rights are granted except as may be provided under this Agreement.

14.2 *Proprietary Notice.* The parties will mutually develop an appropriate proprietary notice(s) for use in connection with this Agreement. The parties agree to cooperate in removing or remarking any information marked as Proprietary Information which ceases to be Proprietary Information for reasons set forth in Article 1.11, Definitions or because the information was publicly disclosed in a patent, copyrighted work, or as may be required by law.

14.3 *Proprietary Information Developed by the Collaborating Party.* The Government of Malawi shall not disclose any trade secret or commercial or financial information that is privileged or confidential that is obtained from or solely developed by the Collaborating Party in the course of performing work under this Agreement.

14.4 *Jointly Developed Proprietary Information.* The Government of Malawi shall not disclose any trade secret or commercial or financial information that is privileged or that is developed solely by the Government of Malawi, or jointly by the Government of Malawi and the Collaborating Party, in the course of performing work under this Agreement for a period of five (5) years after the date of development of such Proprietary Information.

SECTION H: NOTICES AND CERTIFICATION

Article 15. Notices

Notices, communications, and payments hereunder shall be deemed made if given postage prepaid and addressed to the party to receive such notice, communication or payment at the address given below, or such other address as may hereafter be designated by notice in writing.

A. Formal notices under this Agreement shall be addressed as follows:

1. MZUNI TTO:

Name : _____

Director of Research

Address : Mzuzu University

Private Bag 201

Luwingu

Mzuzu 2

Malawi

Phone : _____

Email : _____

2. Collaborating Party

Name : _____

Address : _____

Phone : _____

Email : _____

B. Correspondence relating to technical matters and reports should be addressed as follows:

1. MZUNI TTO:

Name : _____

Vice Chancellor

Address : Mzuzu University

Private Bag 201

Luwinga

Mzuzu 2

Malawi

Phone : (+265) 111 620 568

Email : vc@mzuni.ac.mw

2. Alt. MZUNI TTO PI:

Name : _____

Address : Mzuzu University

Private Bag 201

Luwinga

Mzuzu 2

Malawi

Telephone : _____

Email : _____

3. Collaborating Party

Name : _____

Address : _____

Telephone :

Email : _____

4. With copies to:

Name : _____

Technology Transfer Officer (Administration)

Address : Mzuzu University
Private Bag 201
Luwinga
Mzuzu 2
Malawi

Telephone : _____

Email : _____

Article 16. Review, Ratification, and Certification

16.1 *Review.* One copy of this document must be presented to an authorized official of The MZUNI TTO for review. Receipt of this document by such authorized official will begin a thirty (30) day period during which the Agreement may be disapproved or modification required. If no notice of disapproval or required modification is received from the authorized official during the review period, this Agreement shall enter into effect as of the date of the signature of the Director of Research.

16.2 *Ratification.* In the event that the authorizing official of The MZUNI TTO exercises the authority reserved by Article 16.1, Review, the Collaborating Party shall have thirty (30) days from notification of the required modifications to ratify the modifications or terminate the Agreement.

16.3 *Certification.* This Agreement has been received by_____. The effort called for under this Agreement is consistent with the mission of The MZUNI TTO and the participation by The MZUNI TTO in this Agreement is endorsed and supported by _____.

Date: _____

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed in duplicate by their duly authorized representatives as follows:

.

BY : _____

NAME : _____

TITLE : _____

DATE : _____

MZUNI TTO

BY : _____

NAME : _____

TITLE : _____

DATE : _____

APPENDIX A

OBLIGATION OF THE PARTIES

Background Objective and Plan

The objectives of this Agreement are

Expected Results

The Expected Results of this Agreement are

Outputs

The Outputs of this Agreement are

Constraints

To the extent possible, cooperative test activities will be scheduled by mutual agreement. However, there may be times when either party has schedule constraints, which may not be agreeable to the other party. All cooperative efforts will be proposed in writing and will be executed upon mutual agreement by both parties, subject to availability of resources.

Obligations of The MZUNI TTO :

The MZUNI TTO will provide

Obligations of _____ :

The Collaborating Party will provide

APPENDIX B

QUARTERLY PROGRESS REPORT

Agreement No: _____ **Quarterly Report No:** _____ **Date:** _____ **Synopsis:**

PI: _____

Signature: _____

Phone: _____

Effective Date: _____

Expiration Date: _____

Collaborating Party:

STATUS:

(Brief narrative)

Successes (How the project met or exceeded its objectives):

Shortcomings (Disappointments, limitations, shortfalls):

Continuing Activities (Follow-on work; other research; additional agreements):

Intellectual Property (status of patent applications, patents, licenses, etc.):

Technology Transfer Applications (Commercial applications, markets, etc.):

Check appropriate box:

Will complete on time

Will require more time (only)

Will require more time and minor change in Obligations of the Parties (OP)

Will require major change in OP

Will complete on time and extend activities under a new Agreement

Other:

FINAL REPORT

Agreement No: _____ **Date:** _____ **Synopsis:**

PI: _____

Signature: _____ **Phone:** _____

Effective Date: _____ **Expiration Date:** _____

Collaborating Party: _____

Prepare a brief narrative report discussing the highlights of the project. Address the following topics (use additional pages if necessary).

Successes (How the project met or exceeded its objectives):

Shortcomings (Disappointments, limitations, shortfalls):

Continuing Activities (Follow-on work; other research; additional agreements):

Intellectual Property (status of patent applications, patents, licenses, etc.):

Technology Transfer Applications (Commercial applications, markets, etc.):

11. TRANSFER OF KNOW HOW AGREEMENT

Made and entered into between: **The Mzuzu University Technology Transfer Office** in terms of the Mzuzu University Intellectual Property Policy Section 8.1.1 represented by _____ the Head of TTO: Technology Transfer Office and duly authorised thereto by _____.

From: MZUNI, Private Bag 201, Luwinga, Mzuzu 2.

(hereinafter "Licensor")

as the **party** of the first part

And

..... Registration number

herein represented byin his capacity as

duly authorised thereto from:

(hereinafter "Licensee") as the **party** of the second part

(Together hereinafter referred to as the "**Parties**")

1. Definitions
2. Preamble
3. Object and Scope of the License
4. Registration
5. Transferability and Sublicenses
6. Confidentiality Obligation with Regard to Know-How
7. Technical Assistance and Training
8. Warranty and Liability
9. Labelling Rights
10. Contractual Software
11. Quality, Product Liability
12. Improvement and New Fields of Use, Exchange of Experience
13. Registration and Maintenance of IP Rights
14. License Fee
15. Rendering Account and Payment
16. Book-Keeping Duties, Audit Rights
17. Nullification, Refusal to Grant and Limitation of an IP Right
18. Infringements Of IP Rights
19. Duration
20. Jurisdiction and Applicable Law
21. Final Provisions
22. Contact Persons
23. Appendices
24. Signatures

1 DEFINITIONS

1.1. Objects of the Agreement:

Objects of the Agreement shall be the **Contractual Products** described under **Contractual IP Rights** and/or produced in the scope of or with the help of the **Licensed Procedures**.

1.2. Contractual IP Rights:

Contractual IP Rights shall refer to the following [registered]/[granted] [patents] [utility models] [patentable inventions] (choose alternative): _____ (description, patent number)

1.3. Contractual Products:

_____(description)

1.4. Field of Use:

There are the following **Fields of Use** for IP Right _____ (IP right number):

Field of Use: ____ (Field of Use number): _____(description)

Field of Use: ____ (Field of Use number): _____(description)

1.5. Contractual Territory:

Contractual Territory ____ (number) shall be _____ (e.g., country)

1.6. Know-How:

Know-How shall refer to the entire technical expertise and experiences of the **Licensor** in the area _____(description) which goes beyond the scope of the **Contractual IP Rights**.

[If there is a constant exchange of **Know-How** between the **Parties**, the **Appendix 1** shall be amended on an on-going basis, and which means that any and all amendments shall become an integral part of this **Agreement** and shall especially be subject to the confidentiality obligation specified under Item

6.]

[To the extent that the **Know-How** meets the requirements for the registration of IP Rights, the **Licensor** shall, in coordination with the **Licensee**, register the relevant IP Rights, which shall then also become an integral part of this **Agreement**.]

1.7. Licensed Procedures:

Licensed Procedures shall refer to the procedures described under **Contractual IP Rights**.

1.8. Exclusive License:

An **Exclusive License** shall refer to a license granted to the **Licensee** by the **Licensor** for **exploiting** the **Contractual IP Rights** in a specific **Contractual Territory**, while no other licensee is entitled to **exploit** the specified **Contractual IP Rights** in the **Contractual Territory**. The **Exclusive Licensee** shall not prevent the **Licensor** from using the **Contractual IP Rights** [and the **Know-How**, the **Contractual Software**] for research and training purposes [and for patient care].

1.9. **Non-Exclusive License:**

A **Non-Exclusive License** shall refer to a license granted to the **Licensee** by the **Licensor** for exploiting the **Contractual IP Rights** in a specific **Contractual Territory** together with the **Licensor** itself and other licensees.

1.10. **Turnover:**

Turnover shall refer to the amount charged by the **Licensee** to its/the customers for **exploiting** the **Objects of the Agreement**, minus turnover and value added taxes (commissions, discounts, risk premiums, bonuses or annual compensations, payment defaults etc. cannot be deducted, return deliveries of **Objects of the Agreement** to the **Licensee** cannot be charged).

1.11. **Affiliated Companies:**

Affiliated Companies shall refer to a) companies in whose case a

Party indirectly or directly owns more than half of the capital or the assets of the company or can appoint more than half of the members of the managing and administrative body or the bodies appointed for legal representation or is entitled to conduct the business of the company and b) companies which indirectly or directly have the rights and means of influence mentioned under a) related to a contracting company and c) companies in whose case the contracting companies jointly have the rights and means of influence mentioned under a). Such jointly controlled companies are considered as affiliates of every contracting company.

1.12. **Contractual Software:**

Contractual Software shall refer to _____ (description, version number) pursuant to the specification in **Appendix 2**. The

Licensor has the [exclusive exploitation right] [non-exclusive exploitation right] (choose alternative) in the **Contractual Software**. The **Contractual Software** shall be delivered in computer code on a data storage device; the source code shall not be part of the **Object of the Agreement**.

1.13. **Exploitation/Exploiting:**

Exploitation/Exploiting shall refer to using, producing, offering, placing on the market, marketing and offering for sale of the **Objects of the Agreement** and the **Licensed Procedures**.

1.14. **Third Parties:**

Third Parties shall refer to all legal and natural persons excluding the **Parties**.

1.15. Agreement:

Agreement is this Licensing Agreement.

2 PREAMBLE

2.1. The **Licensor** is the owner of IP Rights regarding _____ (general description).

2.2. [**Non-Exclusive Licenses**] [**Exclusive Licenses**] have already been granted for _____ (description regarding which patents/applications for a patent, fields of use, group of clients, areas licenses have already been granted).

3 OBJECT AND SCOPE OF THE LICENSE

3.1. The **Licensor** shall grant to the **Licensee**

i.) an **Exclusive License** for the **Contractual IP Rights** ____ (IP right numbers) for **Field of Use** ____ (Field of Use number) for the **Exploitation** of the **Licensed Procedures** and **Objects of the Agreement** in **Contractual Territory** ____ (number).

ii.) a **Non-Exclusive License** for the **Contractual IP Rights** ____ (IP right numbers) for **Field of Use** ____ (Field of Use number) for the **Exploitation** of the **Licensed Procedures** and **Objects of the Agreement** in **Contractual Territory** ____ (number).

[**Field of Use** ____ (Field of Use number) shall not be subject to the license.]

4 REGISTRATION

4.1. To the extent that this is permissible, the **Licensee** shall be entitled to register, at its own expense, this license in the relevant registers. For this purpose, the **Licensor** shall provide all necessary signatures in the required form.

5 TRANSFERABILITY AND SUBLICENSES

5.1. The transfer to or contribution into a company of rights and obligations associated with this license to **Third Parties** shall not be permitted.

5.2. The **Licensee** shall not be entitled to grant Sublicenses.

5.3. If Sublicenses are granted, the **Licensee** shall ensure in any case that the provisions of this **Agreement** are not violated, that the obligations under this **Agreement** are also assigned to the sublicensee and that the sublicensing agreement shall terminate automatically if this **Agreement** is terminated. The **Licensee** shall be liable for the license fees and for rendering of accounts by the sublicensees.

The basis of assessment for the license fee to be paid by the **Licensee** shall include the **Turnover** of its sublicensees.

6 CONFIDENTIALITY OBLIGATION WITH REGARD TO KNOW-HOW

6.1. The **Licensor** shall provide the **Licensee** with **Know-How**. The documents shall be delivered within 3 weeks after the Agreement has entered into force.

6.2. Unless there is any explicit written consent by the **Licensor** stating otherwise, the **Licensee** undertakes to treat the **Know-How** with utmost confidentiality and to refrain from using the **Know-How** in any way other than for the performance of this **Agreement**.

6.3. The **Licensee** shall ensure that unauthorised **Third Parties**, including, without limitation, suppliers or subcontractors cannot gain any knowledge of the **Know-How**.

6.4. The **Licensee** undertakes to disclose **Know-How** exclusively to those employees who need to have access to it for the purpose of performing this **Agreement** and to ensure that these employees are bound by this confidentiality obligation in verifiable written form.

6.5. It shall be permitted to make copies of written documents which contain **Know-How** or which are provided in any other form (e.g., on data storage devices) exclusively for the purpose of performing this **Agreement**.

6.6. Upon termination of this **Agreement**, the **Licensee** shall immediately return and/or verifiably destroy any and all documents transmitted.

6.7. Even after the termination of this **Agreement**, the **Licensee** shall treat the **Know-How** with utmost confidentiality and shall pass on this obligation to any and all persons to which **Know-How** was transmitted.

6.8. With respect to the scope of the confidentiality obligation, the

Licensee bears the burden of proof for establishing the fact that the **Know How** of which it was informed based on this **Agreement** had already been disclosed without the **Licensee** being at fault.

7 TECHNICAL ASSISTANCE AND TRAINING

7.1. If the **Licensor** provides technical assistance or training, the scope and the fees to be paid as well as the reimbursement of expenses shall be determined by **Appendix 3**.

8 WARRANTY AND LIABILITY

8.1. The **Licensor** warrants that it is the unlimited holder of the **Contractual IP Rights** at the time of the Agreement's entry into force and that it is entitled to grant the license subject to this **Agreement**. Apart from the above, the Licensor does not give any warranty as to the legal validity of the Contractual IP Rights after the Agreement has entered into force.

8.2. The **Licensor** declares – without being subject to a special obligation to investigate in the course of customary state-of-the-art searches – that according to its knowledge, at the time of the Agreement's entry into force, the production, use and distribution of the **[Objects of the Agreement]** [use of the **Licensed Procedures**] (choose alternative) do not and could not breach any third-party IP rights. Apart from the above, the Licensor does not give any warranty that the **Contractual IP Rights** do not interfere with any third-party IP rights.

8.3. The **Licensor** does not warrant the economic and commercial exploitability, the producibility or the suitability for manufacture of the **Objects of the Agreement** and the applicability of the **Licensed Procedures**.

8.4. Any liability on the part of the **Licensor** for slight negligence shall be excluded in any case.

8.5. Further claims or claims other than those stated under Item 8. on the part of the **Licensee** vis à vis the **Licensor** shall be excluded irrespective of their legal basis.

9 LABELLING RIGHTS

The Licensee shall be obliged to attach a label to the **Objects of the Agreement**, which clearly states: "produced under the licence of _____ (name and logo of **Licensor**)".

10 CONTRACTUAL SOFTWARE

10.1. The **Licensee** acquires the non-exclusive right to use the **Contractual Software** in the **Contractual Territory** ____ (number) for the purpose of [producing the **Objects of the Agreement**] [using the Licensed Procedures (choose alternative)]. The Licensee shall be entitled to reproduce the **Contractual Software** in order to install it in its in-house network and, to load the **Contractual Software** and to run it.

10.2. It shall only be permitted to manipulate or change the **Contractual Software** in cases mandatorily provided for by the law for the purposes of error fixing or for making it interoperable with other computer programmes. The **Licensor** shall be informed thereof.

10.3. The retranslation of the object code into the source code and/or reverse engineering and decompilation shall generally not be permitted, except in cases in which this is necessary in order to make the programmes interoperable or to ensure error fixing and this is not done by the **Licensor**. Furthermore, Copyright Laws of Malawi shall apply.

10.4. The **Licensee** shall be entitled to reproduce the **Contractual Software** only to the extent necessary for using the **Contractual Software** in line with its intended use. The

Licensee, however, has the right to make backup copies of the **Contractual Software**. Backup copies shall be clearly marked as such.

10.5. The **Licensee** shall not be entitled to reproduce the user documentation or any parts thereof or to disclose it to **Third Parties**.

10.6. To the extent that the **Licensee** is entitled to replace hardware, it undertakes to fully and irretrievably remove the **Contractual Software** from the devices replaced.

10.7. The **Licensee** shall keep copies of the **Contractual Software** safe and shall take all necessary precautions in order to prevent them from falling into the hands of **Third Parties**.

11 QUALITY, PRODUCT LIABILITY

11.1. The **Licensee** shall produce the **Objects of the Agreement** in a quality which corresponds to the state of the art.

11.2. The Licensee shall indemnify the Licensor with respect to any and all product liability claims of Third Parties regarding the [**Objects of the Agreement**] [**Licensed Procedures**] (choose alternative). The same shall apply to advertising statements made by the Licensees on the [**Objects of the Agreement**] [**Licensed Procedures**] (choose alternative).

12 IMPROVEMENT AND NEW FIELDS OF USE, EXCHANGE OF EXPERIENCE

12.1. The Parties shall closely cooperate in constantly improving the [**Objects of the Agreement**] [**Licensed Procedures**] (choose alternative) for the duration of this Agreement and shall immediately inform one another about any changes, improvements and new **Fields of Use**.

12.2. Changes effected by the **Licensor** shall be made available to the **Licensee** [in return for payment] [free of charge] (choose alternative) in order to improve the production of the [**Contractual Products**] [**Licensed Procedures**] (choose alternative) for the duration of the Agreement.

The **Licensor** undertakes to inform the **Licensee** about improvements and new Fields of Use of the [**Contractual Products**] [**Licensed Procedures**] (choose alternative), even if they are not patentable, and to offer them to the **Licensee** for exclusive or non-exclusive use in [**Fields of Use**] [**Contractual Territories**] (choose alternative) to be defined. If the **Licensee** accepts this offer, all other terms of this Agreement shall be deemed agreed in this respect subject to an appropriate increase in the license fees, unless explicitly agreed otherwise in writing.

12.3. The **Licensee** shall reimburse the **Licensor** for any inventor's royalties concerning the **Licensor**.

12.4. The **Licensee** shall grant to the Licensor a worldwide, free **Non-Exclusive License** for improvements and new **Fields of Use** it developed regarding the **Contractual IP Rights** for the purposes of research, training [and patient care].

13 REGISTRATION AND MAINTENANCE OF IP RIGHTS

13.1. The **Licensor** shall be obliged to maintain the **Contractual IP Rights** for the duration of the **Agreement**.

Alternative:

[The **Licensor** shall not be obliged to maintain the **Contractual IP Rights** for the duration of the **Agreement**.]

13.2. If the **Licensor** decides, at any time during the duration of the **Agreement**, that it does not wish to further pursue a **Contractual IP Right**, even if only in certain countries, it shall offer transferring this **Contractual IP Right** to the **Licensee**. To the extent that the **Licensee** wishes to accept the **Contractual IP Right** offered, the **Licensee** shall bear any and all costs associated with the transfer (registration and legal fees, costs arising in connection with the drawing up of the agreement, expenses).

13.3. The costs (registration and legal fees, expenses) for the registration and maintenance of the **Contractual IP Rights** shall be borne by the **Licensor** in the case of **Non-Exclusive Licenses**. To the extent that an IP right is registered based on the **Licensee's** wish, the **Licensee** shall bear all costs associated with the registration and maintenance.

13.4. The costs (registration and legal fees, expenses) for the registration and maintenance of the **Contractual IP Rights** shall be borne by the **Licensee** in the case of **Exclusive Licenses**. The **Licensee** shall reimburse the **Licensor** for the costs within ____ (e.g., 3 (three)) weeks upon issuance of the related invoice.

13.5. To the extent that the **Licensor** grants further **Exclusive Licenses** for other **Fields of Use** of a **Contractual IP Right**, the **Licensor** will strive to reach an agreement to the effect that the further exclusive licensees assume part of the costs for the registration and maintenance of the relevant **Contractual IP Right**. To the extent that the further exclusive licensees agree to bear part of the costs, the costs to be borne by the other exclusive licensees shall decrease accordingly.

14 LICENSE FEE

14.1. The **Licensee** shall pay the following fees to the **Licensor** for granting this license:

i.) Option:

[[a one-time] [annual] flat-rate license fee in the amount of MWK _____ for the costs paid up to this point in connection with the development and registration of the IP rights, for transferring the **Know-How** and for granting the use of the **Contractual Software**, which shall be payable [within ____ (e.g. 14 (fourteen)) days after the Agreement's entry into force] [after the beginning of each calendar year](Alternative wherein), the annual flat-rate license fee being payable on a pro rata basis in the first

year of the **Agreement**. This flat-rate license fee shall not be repaid and cannot be offset with other license fees, not even if the **Agreement** is terminated prematurely, nor if the **Know-How** is disclosed to the public or if the **Contractual IP Rights** are restricted, declared invalid or not granted.] ii.) Option:

[a minimum license fee depending on the realisation of defined milestones pursuant to **Appendix 4**. of MWK_____ when milestone 1 is achieved, of MWK_____ when milestone ____ (number) is achieved, which shall be payable within ____ (e.g., 14 (fourteen)) days from realisation of the relevant milestone and which can [not] be offset with license fees which depend on turnover.]

iii.) Option:

[an annual minimum license fee of MWK_____, which can be offset with license fees which depend on turnover. The first minimum license fee shall be payable immediately after the **Agreement** has entered into force. Further minimum license fees shall be payable at the beginning of each calendar year.] iv.) Option:

[a license fee in the amount of ____ (percentage)% of its **Turnover** [and the **Turnover** of its sublicensees] [in the **Contractual Territories** ____ (number) in the Field of Use ____ (number)], which shall be payable on the day on which the **Licensee** delivers the **Objects of the Agreement** to its purchasers. It does not matter when payment is received.]

14.2. To the extent that the **Licensor** is or shall be obliged to pay VAT on the license fee, the payment to be made by the **Licensee** shall increase by the same amount.

14.3. If the **Licensor** is obliged to pay statutory inventor's royalties which are not covered by the license fees received, the **Licensee** shall reimburse the **Licensor** for the difference.

15 RENDERING ACCOUNT AND PAYMENT

15.1. The **Licensee** shall render an itemised account of the license fees within one month of the end of each _____ (period of time, e.g., calendar quarter) and, at the same time, transfer the resulting amount to the **Licensor's** account. Any and all costs associated with the transfer shall be borne by the **Licensee**.

15.2. If the **Licensee** defaults on a payment, default interest in the amount of 8 (eight) % above the respective discount rate of the Reserve Bank of Malawi shall be charged.

15.3. The **Licensee's** itemised accounts shall contain any and all information – broken down and clearly presented – relevant for assessing the fees. Upon the **Licensor's** request, the **Licensor** shall be granted access to the relevant documents.

15.4. The itemised accounts shall also refer to license fees generated by sublicensees.

16 BOOK-KEEPING DUTIES, AUDIT RIGHTS

16.1. The **Licensee** shall be obliged to keep separate book-keeping records on the production of the Objects of the Agreement] [the use of the Licensed Procedures] and the **Exploitation** by sublicensees in order to document the exact number of the **Objects of the Agreement** it produced under this **Agreement**, the recipients and the delivery dates as well as any other relevant circumstances.

16.2. Once a year, the **Licensor** shall be entitled to have the correctness of the bookkeeping and accounting records checked, at its own expense, by auditors, chartered accountants or tax advisers bound to professional secrecy, who may call in a court-appointed and certified expert for technical matters.

16.3. If incorrectnesses are uncovered, the costs for checking the accounts shall be borne by the **Licensee**.

16.4. If the **Licensee** disagrees with the presented results of the accounts, it shall inform the **Licensor** thereof. If no agreement can be reached within (e.g., 15 (fifteen)) workdays after the **Licensee** has expressed its disagreement with the accounts, the accounts shall be checked with binding effect by a Malawian chartered accountant or tax advisor acting as arbitrator's expert. If the **Parties** fail to agree on the appointment of an arbitrator's expert within (e.g., 5 (five)) workdays after the negotiations on the accounts broke down, the arbitrator's expert shall be appointed by the President of the Malawi Law Society upon the request of one of the **Parties**; this appointment shall be binding for all **Parties**.

17 NULLIFICATION, REFUSAL TO GRANT AND LIMITATION OF AN IP RIGHT

17.1. If a **Contractual IP Right** is not granted, is nullified or limited in part, or if it turns out that it is dependent on an older patent, this shall not influence the license fees to be paid up until the time of notification regarding the refusal to grant or dependence or legal effectiveness of the decision on nullity or limitation; in particular, license fees which have already been paid cannot be reclaimed. Insofar as the **Contractual IP Rights** can be used to the same extent as before despite their nullity, limitation, cancellation or dependence or if the economic value essentially remains the same, the license fees shall not be reduced. If this is not the case, the license fees shall be reduced to a reasonable degree from the time when the nullity, limitation, cancellation or dependence of **Contractual IP Rights** becomes known.

17.2. To the extent that any and all **Contractual IP Rights** become invalid while the **Know-How** associated therewith, in the context of a know-how license, or an IP Right converted into a utility model is still used and only an extremely limited use is possible or the economic value has decreased substantially, the **Licensee** shall be entitled to demand that the license fees be adjusted to a reasonable extent.

18 INFRINGEMENTS OF IP RIGHTS

18.1. The **Parties** shall inform one another about any and all infringements of **Contractual IP Rights**.

18.2. If a **Third Party** infringes a **Contractual IP Right**, the **Licensee** shall be entitled to also take legal steps against the acts of infringement at its own expense. The **Licensor** shall grant any required power of attorney to be represented by the **Licensee** in such proceedings. To the extent that the **Licensee** receives payments in the course of such

proceedings concerning the infringement of IP rights that do not constitute any reimbursement of costs of the proceedings, [these payments shall also be subject to the assessment basis for the license fee to be paid to the **Licensor**] [the **Licensor** shall receive _____ (percentage)% of the payments] (choose alternative).

18.3. If a **Third Party** accuses the **Licensee** of having infringed an IP right as a result of the use of a **Contractual IP Right**, the **Licensee** shall inform the **Licensor** thereof. The costs of such proceedings shall be borne by [the **Licensor**] [the **Licensee**] (choose alternative). The **Licensor** can join these proceedings at its own expense.

18.4. If a **Third Party** attacks a **Contractual IP Right**, especially its legal validity, the **Licensor** shall be obliged to defend itself.

18.5. Settlements as well as the discontinuation of proceedings shall always require the **Licensor's** consent.

19 DURATION

19.1. The **Agreement** shall enter into force upon being signed by both **Parties** [on _____ (date)] and once all approvals necessary for its implementation have been obtained. The **Agreement** shall terminate on _____ (date).

19.2. The **Licensor** shall be entitled to terminate the **Agreement** with immediate effect for good cause. Good cause shall include, without limitation,

- i.) if the **Licensee** fails to comply with the provisions on the **Contractual Territory**, the deadlines for payment and accounting, Sublicenses or quality requirements in spite of having received a reminder and having been granted a reasonable grace period of at least 14 (fourteen) days;
- ii.) if checks carried out pursuant to Item 16 show that the accounts rendered by the **Licensee** are incorrect by more than 50 (fifty)% to the **Licensor's** disadvantage; iii.) if the **Licensee** attacks the validity of a **Contractual IP Right**; iv.) if a settlement is concluded contrary to the provisions of Item 17;

v.) if a **Third Party** directly or indirectly acquires a majority interest in the **Licensee** (Change of Control).

19.3. The **Licensee** shall be entitled to terminate the **Agreement** with immediate effect for good cause. Good cause shall include, without limitation,

- i.) if the **Licensor** violates the provisions on the **Contractual Territory**;
- ii.) if it is legally impossible to sell the **Objects of the Agreement** in all **Contractual Territories**.

19.4. Upon termination of the **Agreement**, the **Licensee** shall discontinue using any and all **Contractual IP Rights**, the **Know-How** and the **Contractual Software**.

20 JURISDICTION AND APPLICABLE LAW

[Exclusive] Jurisdiction for any dispute, controversy or claim arising out of and relating to this **Agreement**, also with regard to its existence and after its termination, shall lie with the court competent for commercial matters in

_____ (place). The **Agreement** shall be governed by

Malawian law excluding its conflict-of-law rules.

The application of the United Nations Convention on Contracts for the International Sale of Goods shall be explicitly excluded.

Arbitration:

Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules.

The arbitral tribunal shall consist of a sole arbitrator. The place of arbitration shall be _____ (place). The language to be used in the arbitral proceedings shall be _____ (e.g., English). The dispute, controversy or claim shall be decided in accordance with the law of _____ (country).

Arbitration and Mediation:

Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be _____ (place). The language to be used in the mediation shall be _____ (e.g., English).

If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within 60 (sixty) days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules.

Alternatively, if, before the expiration of the said period of 60 (sixty) days, either party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The arbitral tribunal shall consist of a sole arbitrator.

The place of arbitration shall be _____ (place). The language to be used in the arbitral proceedings shall be _____ e.g., English). The dispute, controversy or claim referred to arbitration shall be decided in accordance with the law of _____ (country).

21 FINAL PROVISIONS

21.1. This **Agreement** shall constitute the entire agreement between the **Parties** regarding the **Objects of the Agreement**. There are no supplementary arrangements. Drafts, correspondence exchanged prior to signing, etc. may not form the basis for interpreting this **Agreement**.

21.2. Any changes or amendments of this **Agreement** must be made in writing (transmission via fax or e mail shall not suffice) in order to take effect. This shall also apply to any waiver of this requirement of written form.

21.3. Should individual provisions of this **Agreement** be or become invalid, void, illegal or unenforceable, this shall not affect the validity of the remaining provisions of this Agreement. The invalid, void, illegal or unenforceable provision(s) shall be replaced by (an) alternative provision(s) which most closely correspond(s) to the original intent of the **Parties** to the extent that this is legally possible and whose economic effect best correspond(s) to the effect intended by the invalid, void, illegal or unenforceable provision(s).

21.4. Without the other **Party's** prior consent, no **Party** may inform any **Third Parties** of this **Agreement**, any parts thereof or any related matter, unless such **Party** is obliged to do so based on statutory provisions. This shall not apply to the fact of the conclusion of this **Agreement**.

21.5. Any legal fees or similar charges that may be related to this **Agreement** shall be borne by the [**Licensor**] [**Licensee**] (choose alternative). Each **Party** shall bear the costs for its own legal representation.

21.6. 2 (two) copies of this **Agreement** shall be signed and each shall be deemed an original, with one being handed out to each of the **Parties**.

22 CONTACT PERSONS

Any and all correspondence is to be addressed to:

For the **Licensor** _____ (name, position, precise address, e-mail, phone)

For the **Licensee** _____ (name, position, precise address, e-mail, phone)

Any change of the contact details is to be communicated to the respective other **Party** without delay. Otherwise, any and all communications shall be deemed duly delivered in any case.

23 APPENDICES

Appendix1: Description of the Know-How

Appendix 2: Specification of the Contractual Issues

Appendix 3: Regulation of fees to be paid for technical assistance and training

Appendix 4: Milestones

All appendices form an integral part of this **Agreement**.

24 SIGNATURES

For the **Licensor**

Date: _____

[Name and title/position] [Signature]

For the **Licensee**

Date: _____

[Name and title/position] [Signature]

12. MATERIAL TRANSFER AGREEMENT

Made and entered into between:

The Mzuzu University Technology Transfer Office, in terms of the MZUNI IP Policy (Section 8.1.1) represented by _____ the Head of Technology Transfer Office and duly authorised thereto by _____.

From: MZUNI, Private Bag 201, Luwinga, Mzuzu 2.

(hereinafter "MZUNI TTO")

And

..... Registration number

herein represented byin his capacity as,

duly authorised thereto From:

(hereinafter "Recipient")

1 Interpretation and definitions

1.1 In this Agreement, unless inconsistent with, or otherwise indicated by the context:

1.1.1 "Parties" means the parties to this Agreement and "Party" shall mean one of them;

1.1.2 The "Disclosing Party" is the proprietor and/or owner and/or is lawfully entitled to and/or has a legal right to the "Confidential Information" and / or Material as defined below;

1.1.3 The "Receiving Party / Recipient" means either Party receiving any Confidential Information and / or Material from the Disclosing Party and shall include its members of staff, students and contractors;

1.1.4 "Confidential Information" shall include, but shall not be limited in its interpretation to the Disclosing Party's past, present and future research and development, the Disclosing Party's business activities, products, services, customers and clients, as well as its technical knowledge and trade secrets, any information of whatever nature which has been or may be obtained by the Receiving Party from the Disclosing Party, whether in writing or in electronic form or pursuant to the discussions between the parties or which can be obtained by examination, testing, visual inspection or analysis, all intellectual property, including patents, copyrights, registered and unregistered trademarks, inventions, utility models and like, rights, secret knowledge, and further means every other form of intellectual property right, which also includes any improvement(s), specialist technical information or expertise, data, material (including biological materials), organisms- as well as non-patentable inventions, irrespective of the way and manner of being published, or the way it is written or recorded whether it is captured on a

computer, developed or created, as well as specifications, formulae, systems, methods, process, information, inventions, which means any invention that is new and inventive and can be applied or implemented in agriculture or trade, as well as inventions described in the specifications of patents of/and applications for patents that is protected against any claims thereof and all rights that are internationally protected, including, but without limitation, the right to obtain legal protection regarding that, in whatever form it is available, and patents, which mean all registered patents and/or applications to patents listed in the world, together with all rights to, in any other country in the world apply for such patent protection and/or receive such protection, technical information and specifications, manufacturing techniques, designs, circuit diagrams, instruction manuals, blueprints, electronic artwork, samples, devices, demonstrations, formulae, know-how, show-how, information concerning materials, marketing and business information generally, financial information and other materials of whatever description in which the Disclosing Party has an interest in being kept confidential;

1.1.5 “Commencement Date” means the date of signature of the party signing last;

1.1.6 “Material” means the material to be transferred to the Recipient as defined in clause 7 hereunder;

1.1.7 “Purpose / Project” means Material, data and information relating to:

[Describe the purpose(s) contemplated or pursued by the parties here as well as the nature of the Confidential Information]

1.1.8 New IP means inventions (whether patentable or not); discoveries; facts; data; ideas; manner, method or process of manufacture; method or principle of construction; chemical composition or formulation techniques; products; prototypes; processes; know-how; routines; specifications; drawings; trade secrets; technology methods; works in respect to which copyright subsists; and other knowledge, arising from the Recipient’s use of the Material

1.2 Words in the singular include the plural and vice versa;

1.3 Words importing any one gender include each of the other two genders; 1.4 A reference to a natural person includes a legal person; and

1.5 The headings of clauses are intended for convenience only and shall not affect the interpretation of this Agreement.

2 Transfer of material

2.1 Material. For the purpose of this Agreement, “Material” shall mean the material actually transferred, together with any parts or sub-units, descendants, progeny, mutants, mutations or other derivatives thereof.

2.2 The Material

This agreement concerns the following types and quantities of material to be provided to the Recipient:

Type of Material	Quantity	Place Origin	of	Already Identified Potential Users

Material includes all progeny generated from the Material supplied and that part of all derivatives and the derivative's progeny which contains any of the Material supplied or its progeny.

3 The Research Project

The manner in which and the extent to which the Material may be used by the Recipient are as follows:

3.1

3.1.1 In the framework of this Agreement, the Parties may transfer Material to one another, which transfer shall be subject to the conditions of this Agreement. Parties shall list such material as Appendix A to this Agreement and shall keep it up to date after each transfer of Material.

3.1.2 The Receiving Party shall utilise the Material solely for the conduct of the Project and shall in no case seek or have any person or corporate body seeking any commercial use of the Material or any other material that could not have been made but for the Material, unless explicitly agreed upon in this Agreement.

3.1.3 The Receiving Party shall not transmit by any means whatsoever all or part of the Material to any third party without the prior and written consent of the Disclosing and supplying Party.

3.1.4 The Receiving Party shall ensure that the importation, transport, use, maintenance and disposition of the Material will be conducted in strict accordance with and in compliance with all laws and regulations both local, nationally and internationally, including regulations for work with recombinant Material.

3.1.5 In the event where human tissue or products of human origin are implied by this Agreement, the Parties undertake to get the necessary approval from the Ethics Committee of either and/or both Parties, prior to the transfer of such human tissue or products of human origin.

4 Provision of material

4.1 The Owner will provide the Material to the Recipient.

4.2 If the Owner requires reimbursement of the out-of-pocket expenses of transportation of the Material to the Recipient, the Owner will provide an invoice for those out-of-pocket expenses, and the Recipient will pay that invoice within 30 days.

5 Possession of material

5.1 The Recipient warrants that it has any regulatory approval, license or consent necessary or required by any law, or any government agency or other body to receive and possess the Material.

5.2 The Recipient agrees that only the Investigator, and persons supervised by the Investigator, will have access to the Material.

5.3 The Recipient warrants that the Investigator is an employee of the Recipient.

5.4 The Recipient agrees not to transfer or permit the transfer of the Material, or any part of the Material, to another person without the Owner's prior written consent.

6 Safety

6.1 The Recipient acknowledges that the Material may be toxic or may contain infectious agents, or other substances that are hazardous, dangerous, or harmful to persons or property.

6.2 The Recipient shall safely handle and store, and cause its employees to safely handle and store, the Material in a manner reasonably designed to prevent any harm to any person or property.

6.3 The Recipient warrants that it is aware of all requirements for the safe handling and storage of the Material and has all facilities that are required for the safe handling and storage of the Material.

7 Use of material

7.1 The Recipient may use the Material only for the Purpose, and must not use the Material for any other purpose.

7.2 The Recipient shall be responsible for use of the Material by its employees or agents.

7.3 The Recipient, for itself and its agents, assumes all risks associated with use of the Material.

7.4 The Recipient may not use the Material for any commercial purpose.

7.5 The Recipient may not use the Material on human subjects.

7.6 The Recipient must comply with all laws, and with all applicable codes of conduct, in relation to the use of the Material.

7.7 Where any ethics approval of any person or body is required to use the Material, the Recipient must:

- (a) obtain that ethical approval, and
- (b) comply with all conditions of that ethical approval.

7.8 The Recipient may not file any patent application or any other application for the statutory protection of the Material, without the prior written consent of the Owner.

8 New IP

8.1 Any New IP shall be owned by the Recipient.

8.2 *The Recipient is not obliged to disclose the New IP to the Owner, but may do so.

** In consideration for permitting the transfer to and use by Recipient of the Material, Recipient will disclose to Owner any New IP on which Recipient has filed a patent application and hereby grants Owner a non-exclusive, royalty-free license under such New IP for research purposes only.¹

9 Publications

9.1 The Recipient may publish a paper which refers to the Material without the prior consent of the Owner.

9.2 Any such publication must acknowledge the Owner's ownership of the Material, and that the Owner provided the Material to the Recipient.

10 Governing Law

This Agreement is made and entered into in [state and/or country],² and this Agreement will be construed and applied under the law thereof. The parties agree to submit themselves to the non-exclusive jurisdiction of the courts in that place.

11 No License

Nothing in this Agreement grants Recipient any right or license to use or practice any intellectual property owned by Owner, provided, however, that

Owner will not enforce its intellectual property against Recipient's use of Material as permitted by this Agreement.

12 Whole Agreement

12.1 This document constitutes the whole of this Agreement to the exclusion of all else.

12.2 No amendment, alteration, addition, variation or consensual cancellation of this Agreement will be valid unless in writing and signed by both Parties hereto.

¹ This alternative paragraph may be appropriate if Recipient could obtain patent protection on an invention derived from the Material that could interfere with Owner's research with the Material. ² Insert the jurisdiction that you want to govern this Agreement. Refer to the Guidelines on the choice to be made here.


13. INTELLECTUAL PROPERTY DUE DILIGENCE REPORT

Section A: To be completed by IP Committee

1. Provide summary of IP ownership as per all contractual agreements such as employee agreements, contract research and consultancy agreements, license agreements, Non-Disclosure Agreements, assignments, and third-party funding terms.

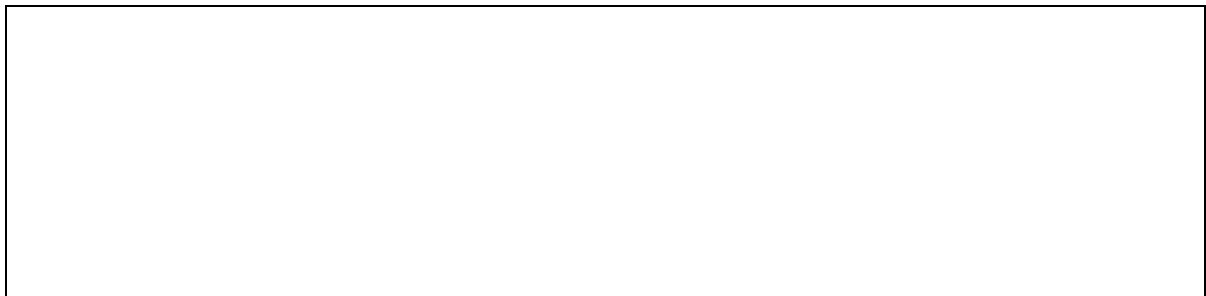
Section B: To be completed by IP Specialist

1. Provide summary of literature and patent searches for novelty and prior art after checking all relevant “prior art” publications, evidence of prior use, results of prior art and infringement searches, reports and opinions supplied by the inventor.



Section C: To be completed by Head of Technology Transfer Office

1. Present results of market and competition assessments including preliminary SWOT analysis on any competitors any potential future revenues. Provide the potential commercialization routes for the invention.



Section D: Responsible Office

Completed BY: _____

Date : _____

Filed BY : _____

Date : _____

Commercialisation Plan

- 1 Product Description and Indications for Use
- 2 Marketing Claims
- 3 Value Proposition
- 4 Positioning and Targeting
- 5 Branding
 - a. Branding Strategy, Name
 - b. Instructions for Use, Labelling, Packaging
- 6 Pricing, Reimbursement
 - a. Pricing Strategy
 - b. Reimbursement
- 7 Sales Tools and Promotional Materials
 - a. Brochure, Sales Sheets
 - b. Catalogue, Competitive Cross-reference
 - c. Demonstration Tools, In-service Guide
 - d. Advertisements, e-blasts
 - e. Website
 - f. Product Presentations
 - g. Press Release, Product Summary
 - h. Case Studies
 - i. Other Promotional Materials
 - j. Planned post-launch materials
- 8 Advertising and Communication

- a. Advertising Plan
- b. Convention Strategy
- c. Publication Strategy
- d. Physician presentations (podium, dinner meetings)
- e. Satellite Symposia
- f. Live Cases

9 Training

- a. Customer Training Plan
- b. Internal training plan
 - i. Customer Service, Contracts, Marketing Communications, Sales Training, Sales c. Training Materials
 - ii. Manual, Presentations, On-line Modules, Charts, Guides

10 Launch Event Timing and Venue

11 Inventory Plan

- a. Launch Inventory
- b. Legacy Product Phase-out Plan
- c. Trunk Stock, Sales Demo Plan
- d. Consignment Plan
- e. Shelf Life

12 Post-launch Activities

- a. Sales Contest, Internal Promotion
- b. Customer Visits
- c. Complaint/Sample Review
- d. Clinical Trial Data Review
- e. Post-market Research



- LICENSING TERMS SHEET

MZUNI TTO and

(Licensee Name)

(Technology Name) Patent License (nonbinding; not intended as an offer)

Date:

Licensor Name	MZUNI TTO
Place of Business	Off Karonga M1 Road Private Bag 201, Luwanga Mzuzu 2
Licensee Name	
Place of Business	
Licensed Patents	<i>(List currently pending and issued patents associated with the technologies):</i>
Scope of License	<p>Exclusivity:</p> <p>Exclusive <input type="checkbox"/></p> <p>Non-exclusive <input type="checkbox"/></p> <p>Territory:</p> <p>Worldwide <input type="checkbox"/></p> <p>Limited geography <input type="checkbox"/></p> <p>Fields of Use:</p>

	All fields <input type="checkbox"/> Limited /Fields <input type="checkbox"/> <i>(If limited, also document excluded fields).</i>
--	--

Upfront or other scheduled licensee fees	MK _____ due on execution date, MK _____ due on _____.
--	---

Royalty Rate (Applies to Sales by Licensee, Affiliates, and Sublicensees)	_____ % Based on net income <input type="checkbox"/> Based on Units <input type="checkbox"/> Stacking <i>(i.e: multiple patents required)</i> <input type="checkbox"/> Buy-out rights <input type="checkbox"/> Tiered <i>(decreasing rates over time)</i> <input type="checkbox"/>
--	---

Sub-license Consideration Sharing	_____ % of non-royalty sublicense consideration.
-----------------------------------	--

Minimum Royalty	MK _____ for the contract year ending _____; MK _____ for the contract year ending _____; MK _____ per contract year thereafter. <i>(First year of minimum royalties should start the first year after expected first sale of product)</i>
-----------------	---

Diligence Milestones	Licensee will use diligent efforts to commercialize the licensed technology, including accomplishment of the milestones below. If Licensee fails to meet the milestones or to actively commercialize the licensed technology, it shall be given a reasonable cure period before the license terminates. <i>For example; Produce Commercial Prototype, First Sale of Licensed Product, First Sublicense Executed, Sign or Fund Sponsor Research.</i>
----------------------	---

Milestone	Deadline	Fee

Assignment Fee	Between 10% - 15% received for the Assignment or MK_____.		
Patent Expenses	Licensee is responsible for all future patent expenses.		
License Agreement	Based on University's license agreement form.		

- **LICENSING GUIDELINES**

The following are the steps that the MZUNI TTO will undertake to facilitate IP licensing:

Step 1: Identify Possible Licensees

The marketing team in the TTO in collaboration with the inventor/innovator will develop a checklist of all the possible licensees and how the technology would fit in their business. The team would need to do research of the different licensees' business, and zero in on how the IP will enhance the competitiveness of the possible licensee.

Step 2: Develop A Licensing Sell Sheet

This is a one-page document that shall explain the purpose of the selected product/ invention/ service to be licensed. The aim of the document is to show the importance of the IP and quickly explain how it solve specific problems. The sell sheet shall vary from invention to invention and also how artistic the designer or creator of the sheet are. However, the document needs to qualify on the following attributes:

- Needs to be informative, Easy to read and
- Visually appealing.

It needs to be constructed in an engaging way that will get attention of the possible licensee. Refer to appendix for template sell sheet. Note: One is not forced to follow exact design of this template, but should make sure the sections covered there are well articulated on their designs.

Step 3: Engage the Prospective Licensees

The TTO marketing team will therefore plan to engage the prospective licensees and make a presentation of the licensing sells sheet. This will be done by organising a pitch or demonstration event at any venue agreed by the parties. The aim is at making an impact within the smallest presentation time available as most decision makers are not interested in long pitches. If the inventor is not skilled enough, the TTO in collaboration with the innovator shall identify a well-trained person with strong communication and marketing skills to take up this role.

Step 4: Prepare Licensing Terms Sheet

The Term Sheet is the initial basis for an offer to license the IP rights. It shall set out the basis for discussion between the TTO and the prospective licensee. It is not a contract and should not be considered to be one. Refer to appendix xxx for sample licensing terms sheet.

Step 5: Negotiate License Agreement

The TTO has the responsibility of negotiating the license contract. The TTO shall therefore put together a team and identify the chairperson for the license negotiations. The inventor may be consulted on technical aspects to do with the invention but shall not sit at the negotiation table unless otherwise.

Step 6: Clearing License Agreement with Relevant Regulators

The TTO needs to facilitate clearing the license agreement with relevant regulators.

Step 7: Collect Royalty Payments

The TTO is responsible for collecting royalties and other receivables from the licensees and will distribute it accordingly as in detailed in step 8. The Finance Officer within the TTO has to keep track of all the due license payments and where necessary issue an invoice.

Step 8: Distribute Royalties

The TTO will be responsible for distributing the royalties among all the parties that contributed to the development of the technology according to agreed ratios in the IP policy. The distributions could be done at agreed periods.

- **GUIDELINES FOR FORMATION OF MZUNI SPIN-OFF COMPANIES**

1 . Basics of MZUNI Technology Transfer -Spin-off Formations

2 . The Initial Disclosure

The first step in working out the arrangements for spin-offs is for the Creators of a technology to complete a MZUNI Invention Disclosure form.

2.1 The Business Strategy

All spin-off companies should normally have the following elements:

- Spin-off company's technology and its status;
- Expected spin-off company products and/or services;
- Targeted market(s), customers, distribution channels;
- Size of targeted market(s);
- Competition, both technical and commercial;
- Marketing and sales strategy of the spin-off company;
- Unique advantages of the spin-off company, compared to competition;
- Economics of the business, starting with expected gross margins, i.e. the difference between selling price and product (or service) cost;
- Organization and key people involved, including CEO, key officers, board of directors, advisory board;
- Key staff and consultants; other key employees;
- Operating plans, financial assumptions;
- Financial forecasts;
- Financing objectives and/or plans, including valuations, financing sources and expected spin-off company ownership and governance; and
- Current status of the spin-off company and expected schedule of actions, events, and accomplishments.

2.1.1 License Terms

Transfer of MZUNI technology will always involve a license from MZUNI to a licensee whether it is an existing company or a spin-off.

Such a license might be exclusive – typically for one or more specific “fields of use” and/or for a specific period of time - if the licensee can meet certain development and product milestones; or non-exclusive with somewhat fewer and less stringent milestones.

3 License Terms for MZUNI TTO Spin-Offs

The following are the major license terms to be used by MZUNI TTO spinoffs:

4 The Standard Deal

4.1 Required Conditions

- i. At least one of the creator-founders must be a member of MZUNI covered by the IP Policy.
- ii. Creator-founders who wish to be active participants in the spin-off – as permitted under MZUNI policies - may negotiate their own financial arrangements with the spin-off after waiving their normal net proceeds sharing provisions under the IP Policy.
- iii. If one or more of the creators do not wish to become creator founders and to negotiate their own financial arrangements with the spin-off, the arrangements defined under “Special Situations” will apply.
- iv. The creator-founder(s) must submit an acceptable business plan to MZUNI TTO.
- v. The circumstances of the proposed spin-off and the technology(ies) involved must be within MZUNI TTO’s typical circumstances. If the circumstances are exceptional, a Standard Deal will not be available, for example if unusually large prior investments were made in the technology at or by MZUNI and/or any associated patents/applications and/or if there were unusual research contract terms leading to the disclosed technology that would make the “standard terms and standard pricing” of a Standard Deal unfair and inappropriate. Deals for spin-offs involving such exceptional circumstances will have to be developed and negotiated on a case by-case basis.

4.2 MZUNI Equity Ownership

MZUNI’s equity ownership in the spin-off at the closing of (i) the first major financing (aggregate investment into the company of MK200M) or (ii) of a change of control event (such as a purchase by another entity), whichever comes first, in a Standard Deal shall amount to --

- 5.0% if the license is non-exclusive,

- 6.0% if the license is exclusive.

(Note: The 1% difference represents the premium for exclusivity).

The calculation of such ownership percentages shall include all classes of shares, options, and warrants outstanding at the time of the calculation.

Such ownership percentages are to be accomplished by issuance to MZUNI, on the effective date of the license, of (i) shares in the spinoff and (ii) a warrant for the acquisition of additional shares by MZUNI designed to accomplish MZUNI’s equity ownership as defined above.

The securities to be owned by MZUNI shall have terms, conditions, financial and other provisions that, in addition to rights described below in “Rights with Regard to Future Equity Transactions” are no less

favorable than those of the securities to be owned by the creator founders and other shareholders. Similarly, MZUNI's rights under the company's shareholders' agreement shall, in addition to rights described below in "Rights with Regard to Future Equity Transactions" be no less favorable than those of the creator-founders and other shareholders.

MZUNI Royalties (% of revenues from sales of products based upon technology licensed) In recognition of the typical shortage of cash during the initial phases of a spin-off, the license agreement will provide **royalties** to MZUNI (and/or any of the creator-founders) shall be negotiated or be guided by the MZUNIIP policy

4.2.1 Milestones

An exclusive license will involve milestones that define reasonable progress of the spin-off in order to avoid the possibility of a "dead" or weakly performing license that would block the licensing of a MZUNI technology to others if an initial, exclusive licensee has not been able to accomplish reasonable commercialization of the technology. If such milestones are not met, an exclusive license may, at MZUNI's discretion, be made non-exclusive or be terminated in accordance with the provisions of the license agreement.

Reasonable milestones includes:

1. Completion of an acceptable business plan
2. Initial product development and market testing
3. Initial rounds for financing
4. Commercial product introduction ("first commercial sales")
5. Minimum revenue targets during the first five years

A nonexclusive license will also involve milestones but less stringent ones that, nevertheless, will be designed to avoid the possibility of a "dead license". Non-compliance with such milestones will be a cause for terminating the license.

4.3 Rights with Regard to Future Equity Transactions

As part of any deal under these Guidelines and as is not uncommon for initial shareholders of spin-offs, MZUNI shall also receive the following rights with regard to future equity transactions, with such rights to be in effect until a change of control event:

- i. "Preemptive rights" which are the rights of current [shareholders](#) to maintain their fractional ownership of a company by buying a proportional number of [shares](#) of any future [issue of common stock](#);
- ii. "Piggyback Registration Rights" which are the rights of shareholders to [register](#) and sell his/her unregistered [stock](#) in the event that the company conducts an [offering](#).
- iii. "Co-Sale Rights" which are the rights of shareholders to participate in any proposed sale of the company's stock to third parties.

4.4 Board of Directors

If and for as long as MZUNI has equity ownership in the spin-off or its successor company of 10% or more, MZUNI will have the automatic right to appoint a member of the board of directors of the spin-off. Such board representation may otherwise be requested by the spinoff and will in that case be at MZUNI' discretion.

5 Expanded Deal

The Standard Deal will not include any services by MZUNI other than normal services provided by MZUNI TTO, with expenses thereby incurred to be charged to the relevant MZUNI docket. Such normal services may include (1) the completion of normal License and Split agreements, (2) providing Enterprise Creation services which may be helpful to the spin-off, and/or (3) continued prosecution of any patents associated with technologies licensed to the spin-off (with the expenses to be reimbursed by the spin-off).

If, however, the creator-founders wish to use some or all of the additional services which

MZUNI may be able to make available, they may negotiate with MZUNI TTO for an Expanded Deal that may include one or more of the following additional services, to be paid for by additional increments of equity ownership, as applicable, to MZUNI beyond a Standard Deal, as follows:

5.1 Access to MZUNI Space

The creator-founders may request permission for the use of MZUNI space, equipment and certain other physical services (such as computer resources and computer networks) on or off

MZUNI premises. After review of the spin-off's business plan, such services may, at the discretion of MZUNI, be made available to the spin-off if (i) reasonably available and (ii) approved by the relevant department head(s) or dean, for a defined period normally not to exceed two years. Price –

- i. No charge for minimal use of such services within the limits defined by the IP Policy.
- ii. For more than minimal use of space including utilities and certain other services: 1% additional equity for up to 1 year's services; 2% for up to 2 years.

5.2 Deferral of Reimbursement of Patenting Expenses

Patenting expenses incurred by MZUNI TTO for the patenting of the technology(ies) related to the spin-off must normally be reimbursed by the spin-off as incurred, payable quarterly. If requested by the creator founders, MZUNI may agree to the deferral of such patenting expenses

- (i) for up to 3 years from the start date of the license agreement or
- (ii) (ii) until the closing date of a change of control event or
- (iii) for international patents, until the start of expenses for the "national phase" of patenting (as described below) -- whichever may occur sooner. After such a date the spin-off will be responsible for promptly reimbursing MZUNI for all deferred and ongoing expenses in the normal manner.

6 Special Situations

6.1 More than One Technology Licensed to a Spin-off

The question may arise if the equity percentage (and the royalty rate) for MZUNI should differ from the norm (i) if the MZUNI license to the spin-off covers more than one technology or (ii) if MZUNI concludes more than one license with a spin-off.

Assuming that the combining of more than one technology into one spin-off company makes good business sense, the answer is that the percentages should remain the same.

6.2 Structure of the Spin-off

Under any Deal covered by these Guidelines the creators who wish to participate in a Standard Deal, i.e. the creator-founders must negotiate their own financial arrangements with the spin-off company after waiving their normal gain sharing provisions under the IP Policy. There may be cases, however, where *some* of the creators may not wish to negotiate their own financial arrangements with the spin-off and instead wish to rely on the provisions of IP Policy.

Since the IP Policy provides for a 60/40 Split of net proceeds between MZUNI and the creators, such a case will require that the spin-off assign additional equity percentages to the creator(s) who do not wish to participate directly in the spin-off. The amount of royalties payable by the spin-off will also need to be adjusted.

6.2.1.1 Sharing of Proceeds from Royalties for all Creator-Founders

As a modification to the Standard Deal, all creator-founders shall be eligible to share in net proceeds received by MZUNI from royalties (although not any net proceeds from equity) through MZUNI's IP Policy (i.e. they will not be required to waive their rights to share in net proceeds from royalties) provided that; (a) all creator-founders agree to the modification at the time the license is executed, (b) a creator receiving a share of net proceeds from royalties, at the time such royalties are received by MZUNI; (1) is not a full time or substantially full time employee, consultant, or subcontractor of licensee, (2) is not being paid by Licensee under any type of non-compete or other arrangement, and (3) the creator's equity position in licensee is below 5%, and (c) the royalty rate will be 4% instead of 2% for an exclusive license and 2% instead of 1% for a non-exclusive license.

7 Other Relevant MZUNI Policies

The encouragement and support of spin-off company formation by

MZUNI TTO does not change MZUNI's other policies which remain fundamental to the University and its governance, such as the policies on Conflict of Interest, Compliance with Financial Conflict of Interest. The positions of an operating officer, particularly in a spin-off, is normally considered to be "all-consuming" and therefore may create a conflict of commitment with the University appointment. Such operating positions include those of President, Vice President, Chief Executive Officer (CEO), Chief Operating Officer (COO), Chief Financial Officer (CFO) and Chief Technical Officer (CTO). Such roles and

associated conflict of commitment issues should be discussed with the relevant MZUNI dean/s and department head/s.

Recommended positions include part-time employment (other than operating officers' positions) in such a company which does not interfere with the MZUNI appointment, consulting within the provisions of MZUNI's Consulting Policy, membership or chairmanship of a technical advisory board, or membership or chairmanship on a company's board of directors.

MZUNI employees wishing to start a company therefore face a choice:

(a) An employee who wishes to see the creation of a spin-off company but wishes to remain primarily committed to his/her MZUNI appointment should arrange for the employment of a CEO or other operating officer to take on the task organizing and managing the spin-off company.

(b) An employee who wishes to become an officer or assume some other very substantial role in a spin-off company should take a leave of absence from MZUNI, normally not to exceed two-years.

Upon return to MZUNI, he/she would need to conduct him/herself in regard to the spin-off company so as to avoid/ manage any conflict of interest.

Note: Depending on the employee's personal background, interests and skills, the employment of an experienced CEO for the spin-off company may be a good idea even in cases where an employee decides to become heavily involved.

8 Implementation of these Guidelines

These Guidelines provide only the general principles of the provisions and contractual requirements which will need to be established and negotiated in detail in each specific case. These Guidelines may be changed in the future. They are not a contract nor an offer to enter an agreement on these or other terms. Whether MZUNI will enter any agreement or license will depend upon the licensee, the technology, and other aspects of the possible arrangements. Each technology and each transaction must be independently analyzed. The University may determine that other terms are appropriate for a particular transaction.

If you have questions, please contact the MZUNI Technology Transfer Office.

• BUSINESS AGREEMENT

This Business Agreement ("Agreement") is made and entered into as of [Date], by and between:

1. **MZUNI Technology Transfer Office**, Private Bag 201, Luwinga, Mzuzu 2. (hereinafter referred to as "MZUNI TTO").
2. _____ **[Partner Name]**, located at [Partner Address] (hereinafter referred to as "Partner").

WHEREAS:

A. The MZUNI TTO specializes in the commercialization of technology and intellectual property developed within Mzuzu University.

B. The Partner has expertise in _____ [relevant field or industry].

C. The MZUNI TTO and the **[Partner Name]** wish to collaborate for the purpose of _____ [describe the purpose of the collaboration].

NOW, THEREFORE, the parties agree as follows:

1. Definitions

1.1 "Confidential Information" means all information, whether written or oral, disclosed by one party to the other that is designated as confidential or that reasonably should be understood to be confidential.

1.2 "Intellectual Property" or "IP" means all patents, patent applications, trademarks, trade secrets, copyrights, and other proprietary rights.

2. Scope of Agreement

2.1 Purpose: The purpose of this Agreement is to outline the terms under which the TTO and the Partner will collaborate on [describe project or activity].

2.2 Activities: The specific activities covered under this Agreement include [list activities].

3. Roles and Responsibilities

3.1 MZUNI TTO Responsibilities:

- Provide access to relevant IP and technology.
- Support the Partner in understanding and utilizing the technology.
- Ensure that all IP is properly documented and protected.

3.2 Partner Responsibilities:

- Utilize the provided IP in accordance with the terms of this Agreement.
- Provide feedback and reports on the use and performance of the IP.

- Share any improvements or modifications to the IP with the TTO.

3.3 Joint Responsibilities:

- Collaborate on research and development activities.
- Share information and data relevant to the project.
- Maintain open communication and regularly update each other on progress.

4. Intellectual Property

4.1 Ownership: The TTO retains ownership of all existing IP. Any new IP developed jointly will be co-owned by both parties unless otherwise agreed in writing.

4.2 Licensing: The TTO grants the Partner a non-exclusive, non-transferable license to use the IP for the duration of this Agreement.

4.3 IP Management: Both parties agree to take reasonable steps to protect the IP from unauthorized use or disclosure.

5. Financial Arrangements

5.1 Funding and Payments: The Partner will provide funding for [specific activities or resources], with payments made according to the following schedule: [describe payment terms].

5.2 Revenue Sharing: Revenues generated from the commercialization of the IP will be shared as follows: [percentage or formula for revenue sharing].

5.3 Costs and Expenses: Each party will bear its own costs and expenses unless otherwise agreed.

6. Confidentiality

6.1 Confidential Information: Both parties agree to treat all Confidential Information as strictly confidential and not to disclose it to any third party without prior written consent.

6.2 Obligations: Each party will use the Confidential Information only for the purposes of this Agreement and will protect it with the same degree of care as it uses to protect its own confidential information.

6.3 Exclusions: Confidential Information does not include information that is publicly available, already in the receiving party's possession, or obtained independently.

7. Term and Termination

7.1 Term: This Agreement will commence on _____ [start date] and remain in effect for _____ [duration], unless terminated earlier in accordance with this Agreement.

7.2 Termination Conditions: Either party may terminate this Agreement with _____ [number] days' written notice if the other party breaches any material term of this Agreement and fails to cure such breach within _____ [number] days of receiving notice of the breach.

7.3 Effects of Termination: Upon termination, each party will return or destroy all Confidential Information of the other party. The rights and obligations that by their nature should survive termination will remain in effect.

8. Dispute Resolution

8.1 Governing Law: This Agreement will be governed by and construed in accordance with the Laws of Malawi.

8.2 Dispute Resolution Mechanism: Any disputes arising out of or relating to this Agreement may be resolved through mediation, arbitration or litigation.

9. Warranties and Representations

9.1 Warranties: Each party warrants that it has the right and authority to enter into this Agreement and perform its obligations hereunder.

9.2 Representations: Each party represents that it will perform its obligations under this Agreement in compliance with all applicable laws and regulations.

10. Indemnification and Liability

10.1 Indemnification: Each party agrees to indemnify, defend, and hold harmless the other party from any claims, liabilities, damages, and expenses arising out of the indemnifying party's breach of this Agreement or negligence.

10.2 Limitation of Liability: Neither party will be liable for any indirect, incidental, or consequential damages arising out of or in connection with this Agreement.

11. Notices

11.1 Notice Procedures: All notices required or permitted under this Agreement will be in writing and sent to the addresses provided above by [email, certified mail, courier].

11.2 Addresses: Notices will be sent to the following addresses unless a party provides notice of a change of address:

- **MZUNI TTO:** Head of TTO, Mzuzu University, Private Bag 201, Luwingu, Mzuzu. Email: tto@mzuni.ac.mw
- _____ **For Partner:** _____ [Partner Contact Name, Address, Email]

12. Miscellaneous

12.1 Amendments: This Agreement may only be amended by a written document signed by both parties.

12.2 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

12.3 Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

12.4 Assignment: Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

12.5 Force Majeure: Neither party will be liable for any delay or failure to perform due to causes beyond its reasonable control.

13. Signatures

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

For MZUNI TTO:

Signature: _____

Name: [Name]

Title: [Title]

Date: _____

For the Partner:

Signature: _____

Name: [Name]

Title: [Title]

Date: _____

• MARKET EFFORTS AND POTENTIAL PARTNERS TEMPLATE

1. Market Efforts

1.1 Market Analysis

Target Market:

- Description: [Describe the target market, including the size, demographics, and key characteristics.]
- Market Needs: [Identify and describe the specific needs of the target market that the technology addresses.]
- Market Trends: [Discuss current trends and developments in the market.]

1.2 Market Segmentation

Segments:

- Primary Segment: [Describe the main segment that the technology targets.]
- Secondary Segments: [Describe any additional market segments that may be relevant.]

1.3 Competitive Landscape

Key Competitors:

- Competitor 1: [Name and brief description of the competitor.]
 - Strengths: [List the strengths of this competitor.]
 - Weaknesses: [List the weaknesses of this competitor.]
- Competitor 2: [Name and brief description of the competitor.]
 - Strengths: [List the strengths of this competitor.]
 - Weaknesses: [List the weaknesses of this competitor.]
- Add more if necessary

Competitive Analysis:

- Unique Selling Proposition (USP): [Describe what makes your technology unique compared to competitors.]
- Market Positioning: [Explain how you intend to position your technology in the market.]

1.4 Marketing Strategy

Marketing Goals:

- Goal 1: [Describe the first marketing goal.]
- Goal 2: [Describe the second marketing goal.]

Marketing Channels:

- Channel 1: [Describe the first marketing channel, e.g., social media, email marketing.]
- Channel 2: [Describe the second marketing channel, e.g., trade shows, partnerships.]

Marketing Activities:

- Activity 1: [Describe the first marketing activity, e.g., launch event, advertising campaign.]
- Activity 2: [Describe the second marketing activity, e.g., webinars, content marketing.]

2. Potential Partners**2.1 Strategic Partners****Partner Type:**

- Technology Partners: [List potential technology partners and their roles.]
- Distribution Partners: [List potential distribution partners and their roles.]
- Manufacturing Partners: [List potential manufacturing partners and their roles.]

2.2 Collaboration Opportunities**Potential Partner 1:**

- Name: [Partner Name]
- Type: [Type of partner, e.g., technology, distribution]
- Contact Information: [Contact details for the potential partner.]
- Collaboration Proposal: [Outline the proposed collaboration with this partner.]

Potential Partner 2:

- Name: [Partner Name]
- Type: [Type of partner, e.g., technology, distribution]
- Contact Information: [Contact details for the potential partner.]
- Collaboration Proposal: [Outline the proposed collaboration with this partner.]

2.3 Partner Evaluation**Evaluation Criteria:**

- Criteria 1: [First criterion for evaluating potential partners, e.g., market reach, technological capability.]
- Criteria 2: [Second criterion for evaluating potential partners, e.g., financial stability, strategic fit.]

Partner Evaluation Matrix:

Partner Name	Criteria 1	Criteria 2	Criteria 3	Total Score
[Partner 1 Name]	[Score]	[Score]	[Score]	[Total]
[Partner 2 Name]	[Score]	[Score]	[Score]	[Total]

2.4 Partner Engagement Plan

Engagement Steps:

- Step 1: [First step in engaging with potential partners, e.g., initial contact, meeting setup.]
- Step 2: [Second step in engaging with potential partners, e.g., proposal submission, negotiation.]

Timeline:

- Month 1: [Activities planned for the first month.]
- Month 2: [Activities planned for the second month.]

- INCOME, EXPENDITURE AND BENEFIT SHARING TEMPLATE

1. Overview

Technology Name: [Technology Name]

Prepared By: [Name of Preparer]

Date: [Date]

2. Revenue Sources

Sources	Description	Amount (MWK)	Notes
Licensing Fees	Fees from licensing agreements	[Amount]	[Notes, if any]
Royalties	Ongoing royalties from licensed technology	[Amount]	[Notes, if any]
Sales Revenue	Direct sales of technology products	[Amount]	[Notes, if any]
Milestone Payments	Payments upon achieving development milestones	[Amount]	[Notes, if any]
Government Grants	Grants for technology development	[Amount]	[Notes, if any]
Other Income	Other sources of income related to the technology	[Amount]	[Notes, if any]
Total Revenue		[Total]	

3. Cost and Expenditure

Cost Category	Description	Amount (MWK)	Notes	Cost Category
Research and Development	Costs associated with R&D activities	[Amount]	[Notes, if any]	Research and Development
Intellectual Property	IP protection and maintenance costs	[Amount]	[Notes, if any]	Intellectual Property
Marketing and Sales	Costs for marketing and sales activities	[Amount]	[Notes, if any]	Marketing and Sales
Legal and Administrative	Legal, administrative, and compliance costs	[Amount]	[Notes, if any]	Legal and Administrative

Manufacturing	Costs for manufacturing technology products	[Amount]	[Notes, if any]	Manufacturing
Distribution	Costs for distributing technology products	[Amount]	[Notes, if any]	Distribution
Other Expenses [Please specify]	Other related expenses	[Amount]	[Notes, if any]	Other Expenses [Please specify]
Total Expenditure		[Total]		Total Expenditure

4. Net Revenue

Net Revenue (MWK): [Total Revenue] - [Total Expenditure] = [Net Revenue]

4. Benefit Sharing Agreement

5.1 Stakeholder Identification

Stakeholder Type	Name of Stakeholder	Role/Contribution
Inventors/Researchers	[Name(s)]	Developed the technology
University/Institution	[Name]	Provided resources and support
TTO	[Name]	Managed the technology transfer
Industry Partners	[Name(s)]	Commercialization and market access
Funding Agencies	[Name(s)]	Provided financial support

5.2 Revenue Distribution Model

Stakeholder Type	Percentage (%)	Amount (MWK)	Notes
Inventors/Researchers	[Percentage]	[Amount]	[Notes, if any]
University/Institution	[Percentage]	[Amount]	[Notes, if any]
TTO	[Percentage]	[Amount]	[Notes, if any]
Industry Partners	[Percentage]	[Amount]	[Notes, if any]
Funding Agencies	[Percentage]	[Amount]	[Notes, if any]
Total	100%	[Total]	

5.3 Payment Schedule

Payment Milestone	Due Date	Amount (MWK)	Notes
Initial Payment	[Date]	[Amount]	[Notes, if any]
Quarterly Payment 1	[Date]	[Amount]	[Notes, if any]
Quarterly Payment 2	[Date]	[Amount]	[Notes, if any]
Quarterly Payment 3	[Date]	[Amount]	[Notes, if any]
Quarterly Payment 4	[Date]	[Amount]	[Notes, if any]
Annual Payment	[Date]	[Amount]	[Notes, if any]
Total Payments		[Total]	

5.4 Additional Provisions

- **Performance Incentives:** Describe any performance-based incentives for stakeholders.
- **Reinvestment:** Outline any reinvestment of revenue into further research or development.
- **Dispute Resolution:** Describe the process for resolving any disputes related to benefit sharing.

6. Signatures

Prepared By:

[Name]

[Title]

[Date]

Reviewed By:

[Name]

[Title]

[Date]

Approved By:

[Name]

[Title]

[Date]

• PATENT / IP LANDSCAPE REPORT TEMPLATE

1. Executive Summary

Provide a concise summary of the report, highlighting key findings, trends, and recommendations.

Structure:

Introduction: Briefly introduce the technology or industry being analyzed.

Key Findings: Summarize the most significant trends and insights from the analysis.

Recommendations: Provide actionable recommendations based on the findings.

2. Introduction

Purpose of the Report: Explain the objective of the report.

Scope: Define the scope, including specific technologies, markets, or geographic regions covered.

Methodology: Describe the methodology used for data collection and analysis.

Structure:

Background: Provide context and background information about the technology or industry.

Objectives: Clearly state the goals of the landscape analysis.

Approach: Detail the approach and methods used to gather and analyze data.

3. Overview of IP Assets

IP Portfolio: Provide a summary of Mzuzu University's current IP portfolio, including patents, trademarks, copyrights, and trade secrets.

IP Distribution: Analyze the distribution of IP assets by type, technology field, and geographic coverage.

Structure:

Portfolio Summary: Offer a comprehensive overview of the IP portfolio.

Distribution Analysis: Examine the distribution across different categories and regions.

4. Patent Filing Trends

Analyze trends in patent filings over time, including the number of filings, key filing periods, and comparison with industry benchmarks.

Structure:

Filing Trends: Present data on patent filing trends using charts and graphs.

Key Periods: Identify significant periods of activity and provide insights.

Figure: Patent Filing Trends Over Time

5. Key Technologies

Identify and describe the key technologies covered by the patents.

Structure:

Technology Overview: Provide an overview of the key technologies.

Detailed Analysis: Examine each technology in detail, including its significance and potential impact.

6. Geographic Analysis

Examine the geographic distribution of patent filings, highlighting key markets and regions.

Structure:

Regional Distribution: Analyze the distribution of patents across different regions.

Market Insights: Provide insights into key markets and their relevance.

Figure: Geographic Distribution of Patent Filings

7. Top Assignees

List the top assignees of patents within the analyzed scope, including competitors and collaborators.

Structure:

Assignee Analysis: Identify the top assignees and their respective patent counts.

Competitive Landscape: Assess the competitive landscape and potential collaborators.

Table: Top Assignees of Patents

8. Technology Trends and Emerging Areas

Identify emerging technologies and trends within the relevant fields.

Structure:

Emerging Technologies: Highlight new and emerging technologies.

Trend Analysis: Analyze current trends and their potential future impact.

Figure: Emerging Technology Trends

9. Competitive Analysis

Identify key competitors in the technology fields relevant to Mzuzu University's IP assets.

Structure:

Competitor Identification: List key competitors and their activities.

Competitive Activity: Analyze the IP activity of key competitors, including patent filings and litigation.

10. Legal and Regulatory Environment

Summarize the legal and regulatory environment affecting IP management in key regions.

Structure:

Regulatory Overview: Provide an overview of relevant IP laws and regulations.

Compliance: Discuss compliance requirements and their implications.

11. Commercialization Opportunities

Identify potential commercialization opportunities for Mzuzu University's IP assets.

Structure:

Licensing Opportunities: Identify potential licensing opportunities.

Partnerships: Highlight opportunities for partnerships and collaborations.

Market Potential: Assess the market potential for key IP assets.

Figure: Market Potential for Key IP Assets

12. Risk Analysis

Identify potential risks related to IP management, including infringement, litigation, and market competition.

Structure:

Risk Identification: List potential risks.

Mitigation Strategies: Propose strategies for mitigating identified risks.

Table: Risk Analysis and Mitigation Strategies

13. Recommendations

Provide actionable recommendations for enhancing Mzuzu University's IP portfolio and commercialization efforts.

Structure:

Strategic Recommendations: Offer specific recommendations based on the analysis.

Implementation Plan: Outline steps for implementing the recommendations.

14. Appendices

Appendix A: List of IP Assets (Patents, Trademarks, etc.)

Appendix B: Detailed Patent Filing Data

Appendix C: List of Key Competitors and Their IP Activities

Signature of the Author: _____

Date: _____

• BUSINESS MODEL CANVAS

1. Key Partners

- **Universities and Research Institutions:** Collaborate on research and innovation projects.
- **Industry Partners:** Provide commercialization opportunities and funding.
- **Government Agencies:** Offer grants, regulatory support, and policy guidance.
- **Investors and Venture Capitalists:** Fund technology development and startups.
- **Legal Advisors:** Assist with intellectual property (IP) protection and licensing.

2. Key Activities

- **IP Management:** Identify, protect, and manage intellectual property.
- **Technology Assessment:** Evaluate the commercial potential of innovations.
- **Market Research:** Identify market needs and potential applications for technologies.
- **Licensing and Commercialization:** Negotiate and manage licensing agreements.
- **Startup Support:** Provide resources and guidance for spin-offs and startups.
- **Stakeholder Engagement:** Build and maintain relationships with key partners.

3. Key Resources

- **Human Resources:** Skilled personnel including IP specialists, commercialization experts, and legal advisors.
- **Financial Resources:** Funding for IP protection, technology development, and operational costs.
- **Technology and Tools:** Databases, software, and other tools for IP management and market research.
- **Facilities:** Office space, labs, and other facilities for research and development.

4. Value Propositions

- **For Researchers:** Provide support for protecting and commercializing their innovations.
- **For Industry:** Offer access to cutting-edge technologies and research expertise.
- **For Investors:** Present opportunities for investment in promising technologies and startups.
- **For the University:** Enhance reputation and generate revenue through successful commercialization.
- **For Society:** Facilitate the transfer of beneficial technologies to the market, promoting economic growth and societal advancement.

5. Customer Relationships

- **Personalized Support:** Offer tailored support for researchers and industry partners.
- **Workshops and Training:** Provide education on IP management, commercialization, and entrepreneurship.
- **Networking Events:** Organize events to connect researchers, industry partners, and investors.
- **Consulting Services:** Offer expert advice on technology transfer and commercialization strategies.

6. Channels

- **University Website:** Share information and updates on TTO activities and opportunities.
- **Research Conferences:** Present technologies and build relationships with potential partners.
- **Industry Collaborations:** Engage with industry partners through joint projects and collaborations.
- **Social Media:** Promote TTO achievements and opportunities through social media platforms.
- **Newsletters:** Regular updates to stakeholders on new technologies and success stories.

7. Customer Segments

- **Researchers and Inventors:** Faculty, staff, and students developing new technologies.
- **Industry Partners:** Companies looking for innovative solutions and collaboration opportunities.
- **Investors and Venture Capitalists:** Individuals and firms interested in funding new technologies.
- **Government Agencies:** Entities providing support and funding for research and innovation.
- **Society at Large:** Beneficiaries of technologies that address societal challenges.

8. Cost Structure

- **Personnel Costs:** Salaries and benefits for TTO staff.
- **IP Protection Costs:** Expenses for patent filings, legal fees, and maintenance.
- **Operational Costs:** Office space, utilities, and administrative expenses.
- **Marketing and Outreach:** Costs for promoting technologies and engaging with stakeholders.
- **Technology Development:** Funding for proof-of-concept, prototyping, and pilot projects.

9. Revenue Streams

- **Licensing Fees:** Revenue from licensing agreements with industry partners.
- **Equity Stakes:** Ownership stakes in spin-off companies.
- **Service Fees:** Fees for consulting, workshops, and other services.

- **Grants and Funding:** Government and private sector grants for technology development and commercialization.
- **Revenue Sharing:** Agreements with researchers and inventors for sharing commercialization revenues.

• MARKET ASSESSMENT REPORT

1. Executive Summary

- **Objective:** [Purpose of the market assessment]
- **Scope:** [Scope and coverage of the assessment]
- **Key Findings:** [Summary of the most important findings]
- **Recommendations:** [Summary of strategic recommendations]

2. Introduction

- **Background:** [Context and importance of the technology]
- **Methodology:** [Data sources, research methods, and analysis approach]

3. Market Overview

- **Market Description:** [Overview of the target market]
- **Market Size and Growth:** [Current market size and projected growth rates]
- **Market Segments:** [Description of key market segments]
- **Market Trends:** [Current trends and developments in the market]

4. Target Customers

- **Customer Segments:** [Identification and description of target customer segments]
- **Customer Needs:** [Key needs and pain points of target customers]
- **Customer Profiles:** [Detailed profiles of typical customers]
- **Buying Behavior:** [Insights into customer buying behavior and decision-making processes]

5. Competitive Landscape

- **Key Competitors:** [Identification and analysis of main competitors]
- **Competitor Offerings:** [Comparison of competitors' products/services]
- **Market Positioning:** [Competitors' positioning in the market]
- **Strengths and Weaknesses:** [SWOT analysis of key competitors]

6. Technology Assessment

- **Technology Description:** [Detailed description of the technology]
- **Unique Selling Proposition (USP):** [Key features and benefits of the technology]
- **Comparison with Existing Solutions:** [How the technology compares to existing solutions]

- **Potential Applications:** [Potential applications and use cases for the technology]

7. Market Entry Strategy

- **Entry Barriers:** [Identification of potential barriers to market entry]
- **Regulatory Environment:** [Relevant regulations and compliance requirements]
- **Partnership Opportunities:** [Potential partnerships and collaborations]
- **Marketing and Sales Strategy:** [Recommended marketing and sales strategies]

8. Risk Assessment

- **Market Risks:** [Potential market risks and challenges]
- **Technical Risks:** [Potential technical risks and challenges]
- **Mitigation Strategies:** [Strategies to mitigate identified risks]

9. Financial Projections

- **Revenue Projections:** [Estimated revenue potential]
- **Cost Estimates:** [Projected costs for market entry and scaling]
- **Profitability Analysis:** [Analysis of expected profitability]
- **Funding Requirements:** [Funding needed for market entry and growth]

10. Conclusion and Recommendations

- **Summary of Findings:** [Summary of key findings from the market assessment]
- **Strategic Recommendations:** [Actionable recommendations for market entry and growth]
- **Next Steps:** [Suggested next steps for technology commercialization]

11. Appendices

- **Supporting Data:** [Additional data and analysis]
- **Glossary:** [Definitions of technical terms and acronyms]
- **References:** [List of references and sources used in the report]

• TECHNOLOGY READINESS ASSESSMENT (TRA) REPORT

1. Executive Summary

Technology Name: [Technology Name]

Assessment Date: [Date]

Assessed By: [Name of Assessor(s)]

Overview: Provide a brief overview of the technology, its potential applications, and the purpose of the assessment.

Key Findings: Summarize the main points from the assessment, including the current Technology Readiness Level (TRL), major strengths, and critical gaps.

Recommendations: Highlight key recommendations for advancing the technology.

2. Technology Description

Technology Name: [Technology Name]

Description: Provide a detailed description of the technology, including its purpose, functionality, and unique features.

Development History: Briefly describe the development history of the technology, including key milestones and achievements.

Current Status: Describe the current status of the technology, including any prototypes, demonstrations, or deployments.

3. Technology Readiness Level (TRL) Assessment

Current TRL: [Current TRL Level]

TRL Level	Description	Evidence/Justification
TRL 1	Basic principles observed and reported.	[Evidence/Justification]
TRL 2	Technology concept and/or application formulated.	[Evidence/Justification]
TRL 3	Analytical and experimental critical function and/or characteristic proof of concept.	[Evidence/Justification]
TRL 4	Component and/or breadboard validation in laboratory /test environment.	[Evidence/Justification]

TRL 5	Component and/or breadboard validation in relevant environment.	[Evidence/Justification]
TRL 6	System/subsystem model or prototype demonstration in a relevant environment.	[Evidence/Justification]
TRL 7	System prototype demonstration in an operational environment.	[Evidence/Justification]
TRL 8	Actual system completed and qualified through test and demonstration.	[Evidence/Justification]
TRL 9	Actual system proven through successful mission operations.	[Evidence/Justification]

4. Technical Performance and Challenges

Performance Metrics: List and describe the key performance metrics of the technology.

Current Performance: Provide data and analysis of the current performance of the technology against the metrics.

Technical Challenges: Identify and describe any technical challenges or limitations.

5. Market Analysis

Target Market: Describe the target market for the technology.

Market Needs: Identify and describe the needs of the target market that the technology addresses.

Competitive Landscape: Analyze the competitive landscape, including key competitors and alternative solutions.

6. Intellectual Property (IP) Status

IP Status: Describe the current intellectual property status, including any patents, trademarks, or other IP protections.

IP Challenges: Identify any potential IP challenges or issues.

7. Risk Assessment

Technical Risks: Identify and assess technical risks associated with further development and commercialization.

Market Risks: Identify and assess market risks, including potential changes in market demand or competition.

Regulatory Risks: Identify and assess regulatory risks, including compliance with relevant standards and regulations.

8. Development and Commercialization Plan

Development Plan: Outline the plan for further development of the technology, including key milestones and timelines.

Commercialization Plan: Outline the plan for commercialization, including market entry strategies and potential partners.

Funding Requirements: Identify funding requirements for further development and commercialization.

9. Conclusions and Recommendations

Conclusions: Summarize the main conclusions from the assessment.

Recommendations: Provide detailed recommendations for advancing the technology to the next TRL and for successful commercialization.

10. Appendices

Appendix A: Detailed TRL Descriptions Include detailed descriptions of each TRL level for reference.

Appendix B: Supporting Data and Evidence Include any supporting data, charts, or evidence used in the assessment.

Appendix C: References List any references or sources used in the assessment.

• IP COMMERCIALIZATION STRATEGY TEMPLATE

1. Introduction

Mzuzu University Technology Transfer Office (TTO) is dedicated to transforming university research and innovations into commercially viable products and services. This strategy outlines the approach TTO will take to effectively commercialize IP and maximize the impact of university research.

2. Objectives

- I. Promote and support innovation and research within Mzuzu University.
- II. Protect and manage the university's intellectual property portfolio.
- III. Facilitate the transfer of technology to industry partners and startups.
- IV. Generate revenue through licensing, spin-offs, and other commercialization activities.
- V. Enhance the university's reputation as a leader in innovation and research excellence.

3. Strategies

3.1 IP Identification and Protection

- Conduct regular IP audits to identify potential IP from university research.
- Educate researchers about the importance of IP protection and the processes involved.
- File patents, trademarks, and copyrights to protect university IP.
- Develop and implement an IP policy that governs IP ownership, management, and commercialization.

3.2 Market Analysis and Opportunity Assessment

- Conduct market research to identify commercialization opportunities for university IP.
- Assess the commercial potential of each IP asset based on market demand, competition, and technological feasibility.
- Prioritize IP assets for commercialization based on their potential impact and alignment with the university's strategic goals.

3.3 Partnership and Collaboration

- Build strategic partnerships with industry, government agencies, and other research institutions.
- Establish collaborative research agreements and joint ventures to leverage external expertise and resources.

- Engage with industry partners to understand their needs and tailor research efforts to address market demands.

3.4 Licensing and Technology Transfer

- Develop standard licensing agreements that are flexible and fair to both the university and industry partners.
- Promote available IP assets to potential licensees through marketing campaigns, industry conferences, and networking events.
- Negotiate licensing agreements that ensure fair compensation and ongoing collaboration.

3.5 Spin-offs and Startups

- Support the creation of spin-off companies based on university IP by providing mentorship, resources, and access to funding.
- Establish an incubator program to nurture early-stage startups and provide them with the necessary tools to succeed.
- Facilitate connections between researchers and investors to secure funding for spin-offs and startups.

3.6 Capacity Building and Training

- Provide training programs and workshops on IP management, commercialization, and entrepreneurship for university researchers and students.
- Develop a mentorship program that pairs experienced entrepreneurs and industry experts with university researchers.
- Encourage a culture of innovation and entrepreneurship within the university community.

4. Processes

4.1 IP Disclosure and Evaluation

- Implement an IP disclosure process where researchers can submit their inventions and discoveries for evaluation.
- Establish an IP evaluation committee to assess the commercial potential and patentability of disclosed inventions.
- Provide feedback and guidance to researchers on how to improve the commercial viability of their inventions.

4.2 IP Management and Maintenance

- Maintain a comprehensive database of all university IP assets, including patents, trademarks, and copyrights.

- Monitor and manage IP maintenance activities, including patent renewals and compliance with regulatory requirements.
- Review and update the university’s IP policy regularly to ensure it remains relevant and effective.

4.3 Commercialization and Licensing

- Develop a commercialization roadmap for each IP asset, outlining the steps required to bring it to market.
- Identify potential licensees and conduct outreach to promote available IP assets.
- Negotiate and execute licensing agreements that align with the university’s commercialization goals.

4.4 Support for Spin-offs and Startups

- Provide support services to spin-offs and startups, including business planning, market analysis, and funding assistance.
- Offer access to university facilities and resources, such as labs and equipment, to support the development of new ventures.
- Monitor the progress of spin-offs and startups and provide ongoing mentorship and support

5. 5. Performance Metrics

PERFORMANCE METRIC	DESCRIPTION
Number of IP Disclosures and Patents Filed	IP Disclosures: The number of new inventions or intellectual property disclosed by researchers. Patents Filed: The number of patent applications submitted.
Number of Licensing Agreements Executed	The total number of agreements where the TTO has licensed technologies to external parties.
Revenue Generated from Licensing and Commercialization Activities	The total income received from licensing fees, royalties, and other commercialization activities.
Number of Spin-Off Companies Created and Their Success Rates	Spin-Off Companies Created: The number of new companies formed to commercialize technologies. Success Rates: The proportion of spin-offs that have achieved certain milestones (e.g., securing funding, product launch, profitability).
Amount of Funding Secured for Spin-Offs and Startups	The total amount of investment or grant funding obtained by spin-offs and startups.
Industry Partnerships and Collaborative Research Agreements Established	The number and quality of partnerships with industry for collaborative research and development.

Participation in Training Programs and Workshops	The number of training programs and workshops conducted or attended by TTO staff, researchers, and industry partners to enhance skills and knowledge in technology transfer and commercialization.
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6. Conclusion

The IP commercialization strategy for TTO at Mzuzu University aims to foster innovation, protect intellectual property, and effectively commercialize research outcomes. By implementing this strategy, TTO will contribute to the university's mission of driving economic development and enhancing its reputation as a leader in research and innovation.

• IP ASSET DATABASE FORM

FIELD	REPOSSES
Asset ID	
Title of the IP Asset	
Description	
Type of IP [Patent, Trademark, Copyright, Trade Secret, etc.]	
Date of Disclosure	
Inventor(s)/Creator(s) and contact details (Email & Phone Number)	
Department/Faculty/Community	
Status [Current status (e.g., Pending, Granted, Licensed, Expired)]	
Filing Date [Date when the patent/trademark/copyright application was filed]	
Application Number [Application number assigned by the IP office]	
Grant Date [Date when the IP was granted]	
Patent/Registration Number	
Expiration Date of the IP	
Name of the entity/person who has licensed the IP	
Date when the license agreement was signed	
Total revenue generated from this IP	
Additional notes or comments	