

THE TANZANIA FISHERIES RESEARCH INSTITUTE ACT,

(CAP. 279)

REGULATIONS

(Made under section 36(1) and (2)(d))

THE TANZANIA FISHERIES RESEARCH INSTITUTE (FISHERIES AND
AQUACULTURE RESEARCH) REGULATIONS, 2020

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- General to perform such functions under these Regulations;
- “disciplinary authority” means the Minister;
- “Director General” means the Director General appointed under section 12 of the Act;
- "fishery" means every area, locality or place or stations in or which fishing gear is used, set or place or located, and includes tract or stretch of water in, or from which fish may be taken by such fishing gear;
- “foreign researcher” means a researcher who is not a citizen of Tanzania
- “higher degree courses” means courses or studies for Masters and PhD degrees and other Postgraduate studies;
- “Institute” means Tanzania Fisheries Research Institute established under section 4(1) of the Act which is also known by its acronym as TAFIRI;
- "local researcher" means a researcher who is a citizen of Tanzania;
- “Minister” means the Minister responsible for fisheries and the term “Ministry” shall have a corresponding meaning;
- “Ministry Institutions” means National Quality Control Laboratory-Nyegezi (NQCL), Fisheries Education and Training Agency (FETA), Marine Park and Reserve Unit (MPRU), Tanzania Fishing Company (TAFICO) and Deep Sea Fishing Authority (DSFA);
- “policy brief” means a brief overview of research that has implications on existing or emerging policy issues that informs, clarifies or supports a position on an issue to inform decision makers;
- “research” means any systematic study conducted in order to develop, verify and disseminate appropriate information technologies for the benefit of stakeholders in fisheries industry;
- “researcher” means any person trained to design, implement research protocols, collect, analyze and interpret data and link the results to the related matters in a scientific format;
- “research agenda” means National Fisheries and Aquaculture Research Agenda;
- “Research Technical and Ethical Committee” means a committee appointed as such by the Minister to coordinate fisheries and aquaculture research in Mainland Tanzania; and
- “research permit” means a certified approval to carry out

research from the Commission.

PART II RESEARCH

Objectives of
Institute

- 3.** The objectives of the Institute shall be to-
- (a) facilitate implementation of fisheries and aquaculture research as stipulated in the National Fisheries Policy, the National Fisheries Research Agenda, Legislations and other related policies;
 - (b) guide and regulate fisheries and aquaculture research activities conducted by local and foreign researchers including students;
 - (c) promote development of appropriate technologies and innovations in order to enhance creativity aimed at increasing fisheries and aquaculture productivity sustainably;
 - (d) to facilitate recognition and rewarding system for researchers with outstanding performances;
 - (e) protect innovations, novel research findings and products through Patents and Intellectual Property Rights;
 - (f) strengthen linkages and collaborations among National, Regional and International research organizations;
 - (g) enhance institutional capacities for fisheries and aquaculture research in the country; and
 - (h) strengthen linkage between research, training and extension.

National
Fisheries and
Aquaculture
Research Agenda

4.-(1) The Ministry shall-

- (a) prepare National Fisheries and Aquaculture Research Agenda depending on National research priority areas and market needs;
- (b) review the National Fisheries and Aquaculture Research Agenda after every five years;
- (c) prepare annual implementation plan guided by priority National Fisheries and Aquaculture Research areas, themes and sub-themes.

(2) Without prejudice to sub regulation (1)(b) the National Fisheries and Aquaculture Research Agenda shall be reviewed any time when need arises.

(3) Any person who intends to conduct research in fisheries and aquaculture and related areas shall align the research with the existing National Fisheries and Aquaculture Research Agenda based on research priority areas, or as may be instructed by a competent authority.

(4) The development of the National Fisheries and Aquaculture Research Agenda shall be in line with the existing National Research Priorities.

(5) The National Fisheries and Aquaculture Research Agenda shall be made available electronically in Ministry's and its organs portal, universities portal and other related organizations portal and in hard copies at the Ministry headquarters, other public or private research and development institutions and or available during the national exhibitions.

Conduct of research

5.-(1) Any local researcher who intends to conduct fisheries and aquaculture research shall develop a proposal in identified priority areas provided in section 18 of the Act and the National Fisheries and Aquaculture Research Agenda.

(2) Any foreign researcher or a person intending to conduct research on fisheries and aquaculture shall be required to obtain a fisheries and aquaculture research clearance from the Commission as provided for in section 19 of the Act.

(3) Any foreign researcher who intends to carry out fisheries and aquaculture research shall have to collaborate with local researcher as provided for in section 19 of the Act.

(4) Any researcher shall be required to abide to Data Transfer Agreement (DTA) and Material Transfer Agreement (MTA) generated by TAFIRI as set out in Eighth Schedule.

(5) Notwithstanding sub regulation (1) and (2), any researcher may develop a research proposal outside the National Fisheries and Aquaculture Research Agenda provided that he has applied and attained an approval from the Research Technical and Ethical Committee.

On-station and on-farm research

6.-(1) All on-station research activities shall be conducted according to institutional arrangements.

(2) All on-farm aquaculture research activities shall be conducted after consent of the Local Government Authority and participating farmers.

Research
Technical and
Ethical
Committee

7.-(1) There shall be Research Technical and Ethical Committee, established by the Board whose functions shall be to review and advise in carrying out research priority areas and research findings dissemination.

(2) The functions of the Research Technical and Ethical Committee shall be to review and advise in carrying out research priority areas and research findings dissemination.

(3) The Research Technical and Ethical Committee shall be composed of following members:

- (a) a member from Directorate of Fisheries;
- (b) a member from Directorate of Aquaculture;
- (c) a member from Directorate of Research and Training responsible for fisheries;
- (d) a member representing higher learning institutions;
- (e) a member from the Tanzania Fisheries Research Institute;
- (f) a member from COSTECH who is responsible for research;
- (g) a member from deep sea fishing authority; and
- (h) three members to be appointed by the Minister.

(4) Without prejudice to sub regulation (3), the Committee may co-opt any person to attend any of its meetings.

(5) The Chairman of the Research Technical and Ethical Committee shall be appointed by the Minister.

(6) The tenure of office members of Research Technical and Ethical Committee shall be three years and may be Renewable once.

(7) The Research Technical and Ethical Committee shall convene after every three months.

(8) The Director General shall be a secretary to the research Technical and Ethical Committee.

(9) The roles of the Secretary of the Research Technical and Ethical Committee shall be-

- (a) to manage the Research Technical and Ethical Committee's activities including preparation of meeting agendas, monitoring the progress and scheduling of the Research Technical and Ethical committee's business;
- (b) to ensure that the Research Technical and Ethical Committee operates within the scope of its responsibilities;
- (c) to take records of the meetings of the

Committee; and

- (d) any other role which may fall within the duties of the Secretary.

Functions of
Research
Technical and
Ethical
Committee

8.-(1) The Research Technical and Ethical Committee shall, ensure strategic and efficient deployment of research resources.

(2) Without prejudice to sub regulation (1), the functions of the Research Technical and Ethical Committee shall be-

- (a) to mobilize resources from different sources for the purpose of undertaking research;
- (b) to ensure that policy recommendations on all research related matters are utilized to impact changes;
- (c) to monitor the relevance of established policy to ensure high quality research standards and operating procedures;
- (d) to review annual research reports and provide appropriate recommendations;
- (e) to collate all research finding made by different researchers,
- (f) to promote collaborative, applied and innovative research approaches to ensure development of the fisheries industry;
- (g) to advice the Institute on dissemination, adoption and commercialization of the findings of fisheries and aquaculture research;
- (h) review submitted fisheries and aquaculture research proposals, approve or reject and receive progress reports of on-going research work;
- (i) receive, approve or reject applications for fisheries and aquaculture research ethical clearance form;
- (j) advice the Board on matters related to fisheries and aquaculture research ethics; and
- (k) perform any other activities as may be directed by the Board.

(3) The Research Technical and Ethical Committee shall prepare research progress report on quarterly basis to be submitted to the Board.

(4) The Board shall, on a quarterly basis, scrutinize, prepare and submit to the Minister the progress report.

Tanzania Fisheries Research Institute (Fisheries and Aquaculture Research)

Facilitation of Research Technical and Ethical Committee members	<p>9.-(1) Members attending the Research Technical and Ethical Committee meetings shall be paid such emoluments and other allowances in according to prevailing Government circular.</p> <p>(2) Any co-opted member invited to provide specific technical guidance shall be paid such allowance.</p>
Fees for fisheries and aquaculture Research Ethical Clearance	<p>10.-(1) A person undertaking research on live aquatic fauna shall pay fees for Fisheries and Aquaculture Ethical Clearance as prescribed in the Fifth Schedule.</p> <p>(2) A person who conducts a research on live <i>aquatic fauna</i> without a fisheries and aquaculture ethical clearance form set out in Sixth Schedule commits an offence.</p>
Delegation of powers	<p>11.-(1) The Institute may authorize higher learning Institutions to approve students research proposals, receive progress and final reports of fisheries and aquaculture and fisheries related research on its behalf.</p> <p>(2) Without prejudice to the powers vested to Universities or a research institute established under the Universities Act, higher learning institutions shall submit approved research proposals and respective reports to the Institute annually.</p> <p>(3) Notwithstanding the generality of subregulation (1) and for better performance of activities of specific or general nature, the Institute may sign Memorandum of Understanding and enter into official agreement with such higher learning or other research institutions.</p>
Obligations of researchers and institutions	<p>12.-(1) Every researcher shall develop research proposal, conduct research, interpret the result and may develop a policy brief to be submitted to the Institute.</p> <p>(2) A Holder Of Masters, Doctorate and other Post Graduate students who have conducted research in fisheries and aquaculture or any other related field, may develop a policy brief or a documentary to be submitted to the Institute.</p> <p>(3) Without prejudice to any of the provisions of this regulation, the policy brief shall be submitted by institutions under which the research has been conducted.</p> <p>(4) Subject to any provisions of this regulation, the policy brief developed by an independent researcher conducted shall be submitted by that individual to the Institute.</p> <p>(5) Where the research has been conducted and concluded, the Institute shall collate, synthesize policy briefs</p>

and submit the same to the Ministry for policy review.

Submission and approval of Research proposal

13.-(1) A researcher excluding higher degree courses shall submit his research proposals to the Institute for scrutiny and approval.

(2) Upon submission, a researcher who is not affiliated to the Institute shall be required to pay a fee of two hundred thousand Tanzanian shillings for local researcher and one million Tanzanian shillings for foreign researcher.

(3) Each research proposal shall be reviewed by Research Technical and Ethical Committee as per criteria set out in Seventh schedule.

(4) Upon satisfaction of the proposal, the proposal shall be approved in a prescribed form set out in the First Schedule to these Regulations.

(5) Subject to sub regulation (3), the Director General shall issue a letter of approval or disapproval to the researcher.

Submission of reports and handling of appeals

14.-(1) Any researcher whose research project is funded by the Institute shall forward financial and technical report to the Director General.

(2) The Director general shall, upon receipt of financial and technical report forwarded under sub regulation (1) after every three months and a final report at the end of the project.

(3) Notwithstanding the provisions of sub regulations (1) and (2), any research conducted for less than six months, a progress report shall be required after every one and half month.

(4) A researcher funded by the Institute shall submit to the Director General an electronic copy and a hard copy of the final report and articles generated from his research activities and findings.

(5) Notwithstanding sub regulation (2), any researcher who was funded by the Institute, and fails to submit progress or final report of the research work as required, his research work shall be rejected by the Research Technical and Ethical Committee.

(6) The rejection of a research report under sub regulation (5) shall be made by a vote of not less than two third of the committee members present in the meeting.

(7) Subject to sub regulation (6), the decision shall be submitted to the Board which shall report to the Minister quarterly.

(8) A person who is dissatisfied with the decision

made by the Research Technical and Ethical Committee under sub regulation (5), may, within twenty-one days after being notified of the decision, appeal in writing to the Minister.

(9) Subject to sub regulation (8), every appeal shall state briefly facts of the complaints that gave rise to the appeal and grounds upon which the appeal is based.

(10) Upon receipt of the appeal, the Minister shall within thirty days from the date of receipt of the appeal determine the appeal and give decision which shall be final.

(11) Any researcher who fails to submit research final report as required shall be required to refund all the money paid and his research shall be terminated.

Consultancy and contracting fisheries and aquaculture research

15.-(1) The Institute may be contracted as a research service provider to provide consultancy services in the fields of fisheries and aquaculture research, education, training and dissemination of research results and allied sciences.

(2) The Institute may enter into an agreement with a research service provider where the skills or technology or time or any other reason is a limiting factor for undertaking such a research.

(3) Notwithstanding the generality of sub regulation (2), the Institute may contract any other service provider to multiply technologies so generated from research activities.

(4) The Ministry may fund research by a student undertaking higher degree courses that is in specific research priority areas within the National Fisheries and Aquaculture Research Agenda.

(5) Any research service provider contracted to undertake a fisheries and aquaculture research activity shall be required to comply with all requirements under these Regulations.

(6) Any researcher affiliated with the Institute who obtains consultancy work shall be required to pay 20% of the consultancy fee to the Institute;

(7) The institute shall charge at least 10% of the total value for any research project whose funds are kept in TAFIRI account:

Provided that, the project was developed and implemented by TAFIRI researchers working either in collaboration with researchers outside the Institute or otherwise.

PART III
RESEARCH COORDINATION

Coordination of
research
activities

16.-(1) The Institute shall harmonize fisheries and aquaculture research activities of the research institutes, academic institutions, civil society organizations, private sectors and fisheries associations and aquaculture associations.

(2) The Institute shall plan, undertake, aid and co-ordinate National fisheries and aquaculture research and its application in fisheries and aquaculture production and allied science.

(3) Any fisheries or aquaculture Scientific *fora* organized by Public and or Private Organizations shall consult the Institute with exception of student's for a.

(4) Without prejudice to sub regulation 17(3) the institute may conduct annual scientific forum to discuss matters pertaining to fisheries and aquaculture research in Mainland Tanzania.

(5) A person shall not be allowed to release into public or publicize any fisheries or aquaculture research results without prior such person obtains consent of the Director General.

Roles of
Ministry, LGA's,
institutions and
Ministry
Institutions

17.-(1) The Ministry shall direct TAFIRI to properly implement the Research Agenda and any emerging challenge that need prompt research.

(2) The Ministry shall be responsible to prepare and submit to the Institute all emerging challenges that need prompt research during every financial year.

(3) The roles of research institutions shall be to conduct research and convey the research findings to the Ministry.

(4) Without prejudice to provisions of sub regulation (1), the Local Government Authorities-

(a) may facilitate the undertaking of fisheries and aquaculture research through allocation of funds for priority research activities within their areas of jurisdiction;

(b) shall facilitate and undertake fisheries and aquaculture technology dissemination in their respective areas;

(c) shall inform the Institute about any fisheries and aquaculture research activities that are undertaken in their areas of jurisdiction.

(5) The Ministry shall Direct National Quality

Control Laboratory-Nyegezi (NQCL), Fisheries Education And Training Agency (FETA), Marine Park and Reserve Unit (MPRU), Tanzania Fisheries Corporation (TAFICO) and Deep Sea Fishing Authority (DSFA) to properly implement the Fisheries and Aquaculture Research Agenda and any emerging challenge that need prompt research;

(6) Subject to sub-regulation (4) NQCL, FETA, TAFICO, MPRU and DFSA shall be required to conduct research and submit reports to the Institute annually.

Demand driven research and reporting mechanism

18.-(1) For the purpose of attaining demand driven researches, the Ministry shall hold meetings with fishers, aqua farmers and other stakeholders to generate research areas.

(2) The research areas generated shall be submitted to research institutions.

(3) The research results from the institutions shall be submitted to the Ministry.

(4) The Ministry shall facilitate the dissemination of the research finding to the fishers, aqua farmers and other related stakeholders where the need arise.

Monitoring and evaluation of fisheries and aquaculture research

19.-(1) The Institute shall monitor the implementation of Research Agenda including monitoring of research findings dissemination within and outside the agenda.

(2) The Institute shall develop and maintain an inventory of public and Private research Institutions, research activities and develop and maintain a National Fisheries and Aquaculture Research Database.

(3) The institute shall monitor and evaluate fisheries and aquaculture research service providers and research projects as per requirement set out in Fourth Schedule.

(4) The progress and final reports of fisheries and aquaculture research projects shall be used to monitor and evaluate fisheries and aquaculture research projects.

(5) The Minister may commission a technical person to conduct independent evaluation of fisheries and aquaculture research projects before or at the end of the project.

Dissemination of other research results or findings

20.-(1) A foreign researcher who obtain fisheries research clearance and research permit from the Commission as provided for in section 19(1) of the Act or ethical clearance under these Regulations, shall submit to the Director General

an electronic copy and a hard copy of the final report and articles generated from his research activities and findings.

(2) The fisheries and aquaculture researches conducted by Non-Governmental Organization, Private Association, Civil Society or individual researchers shall be conveyed to the Ministry for use.

(3) Every researcher who has conducted research in fisheries and aquaculture or in related matters, which is, yet to be translated into tangible result, such research shall be brought up and made useful for use by the management.

(4) The Institute shall promote the application of electronic communication to ensure that research activities and dissemination of research findings are efficiently accessible to stakeholders.

(5) A holder of Masters doctorate, and other postgraduate students who have conducted their research in fisheries and aquaculture or in related matters his findings shall be translated into tangible result.

(6) The Director General shall collect fisheries and aquaculture research findings from different research sources for reviewing and dissemination.

(7) Without prejudice to sub regulation (4), the Director General shall liaise with universities to obtain students to undertake Masters, doctorate and other Postgraduate research findings to be translated into tangible products, processes and services for development of fisheries industry.

(8) Any person who releases into public or publicize any fisheries or aquaculture research results without consent of the Institute commits an offence and upon conviction shall be liable-

- (a) in the case of a local researcher to a fine of not less than one million shillings and not exceeding ten million shillings, or imprisonment for a term of not less than six months or to both such fine and imprisonment;
- (b) in the case of a foreign researcher to a fine of not less than five million shillings and not exceeding twenty million shillings, or imprisonment for a term of not less than six months or to both such fine and imprisonment;
- (c) in the case of a local student researcher to a fine of not less than five hundred thousand shillings and not exceeding one million shillings, or imprisonment for a term of not less than six months or to both such fine and

imprisonment;

(d) in the case of a foreign student researcher to a fine of not less than one million shillings and not exceeding five million shillings, or imprisonment for a term of not less than six months or to both such fine and imprisonment.

(9) Subject to sub regulation (8), any person who releases in to public false information shall be required to refute the information and bear cost for the same.

PART IV MISCELLANEOUS PROVISIONS

Fisheries and
Aquaculture
Research
Resources

22.-(1) The Ministry, development partners and other stakeholders may provide resources to facilitate the implementation of the National Fisheries and Aquaculture Research Agenda and any other emerging research need.

(2) Notwithstanding the generality of requirements in sub regulation (1), the Institute or individual researcher may be required to prepare proposals to request for research resources.

(3) The Management of funds for Fisheries and Aquaculture research shall be governed by provisions of the Act and financial regulations of the Institute or any other arrangement agreed upon.

Discoveries, use
of technologies
and innovations
Cap. 217
Cap. 218

23.-(1) Any discovery or developed technology and innovation shall be governed by the Patents (Registration) Act and the Copyright and Neighboring Rights Act.

(2) The Institute shall obtain 5% of the commercial value for each unit sold of any discovered, tested or developed technology and innovations.

(3) Any discovery or innovation by the Institute, the involved researchers, other than from the institute, shall obtain 1% out of the 5% retained by the Institute.

(4) All costs pertaining to testing of innovations, discovery or developed technology shall be borne by the client.

Rewarding
system for
researchers

24.-(1) The Institute shall develop a Rewarding System and grant an award or awards in accordance with section 23 of the Act.

(2) The Institute shall have categories of awards to staff and or individual researchers and or research groups, private or public institutions that are within or outside the

country and categories of awards are as prescribed in the Third Schedule.

(3) Subject to sub regulation (2) the Institute shall make public call for nominations.

(4) Nominations for the award may be through self-nomination, research groups, Management Team and or by any fisheries stakeholders.

(5) All nominations submitted for consideration of an award shall be accompanied by-

- (a) proof and reasons for nomination including written material;
- (b) tangible or physical output;
- (c) proof of beneficiaries or witnesses in the respective area;
- (d) extended curriculum vitae of the nominee.

(6) All nominations shall be seconded by at least three stakeholders and shall be made using the Institute Awards Nomination Forms as set out in Second Schedule.

(7) In deciding whether or not any received application for the conferment of an award under these Regulations may be granted, the Research Technical and Ethical Committee shall consider the importance of the invention or discovery in its application to the search for the solution of various social and economic challenges.

(8) Notwithstanding the generality of the information submitted through the nomination forms, the Research Technical and Ethical Committee and the Board may seek further evidence anywhere about the nominee and his appropriateness for the award.

(9) Subject to the amount of award prescribed in the Third schedule the Board may review the amounts as deemed necessary.

Offence and penalties

25.-(1) Any researcher who fails to submit final report of the research as required, commits an offence and shall, upon conviction, be liable to-

- (a) in the case of local researcher, a fine of not less than one million shillings or to imprisonment for a term of six months;
- (b) in the case of foreign researcher, a fine of not less than three million shillings or to imprisonment for a term of one year; and
- (c) in the case of a firm or cooperation, to a fine of not less than one million shillings.

(2) A person who is convicted of an offence under these Regulations to which no specific penalty has been

provided shall be liable-

- (a) in case of an individual, to a fine of not less than five hundred thousand shillings and not exceeding two million shillings, or imprisonment for a term of six months or to both such fine and imprisonment;
- (b) in case of a continuing offence, to a further fine of not less than one hundred thousand shillings for each day during which the offence continues; and
- (c) in the case of a continuing offence, to a further fine of not less than five hundred thousand shillings for each day during which the offence continues.

FIRST SCHEDULE

(Made under regulation 13(4))

RESEARCH PROPOSAL APPROVAL FORM

I..... Director General certify that the research technical and ethical committee has gone through the proposal titled.....submitted by.....as principal investigator on this day of 20 and being satisfied/not satisfied* that the proposal complies with the conditions. I therefore, recommend/ do not recommend* that a proposal is approved/disapproved.

Reasons for rejection

.....
.....

Name: Signature:

Date:

Designation

Stamp

SECOND SCHEDULE

(Made under regulation 24(6))

TAFIRI Awards Nomination Form

A. Personal Particulars of one making the Nomination (Nominator)

Name of Person / Company /Group / Institution* making the nomination
(*delete whatever is not applicable)
Surname Other names
Title (Prof/Dr/ Ms/Mr/Mrs/Miss* (*delete whatever is not applicable)
Address
City
Country
Telephone / Mobile Number
Email address
Signature
Date (Day/month/year)

B. Personal Particulars of one being nominated (Nominee)

Name of Person / Company /Group / Institution* making the nomination
(*delete whatever is not applicable)
Title (Prof/Dr/ Ms/Mr/Mrs/Miss*) of one making the nomination
Address
City
Country
Telephone / Mobile Number
Email address

C. Relationship of the nominee and the nominator

.....

D. Name of award for the nomination is made

.....
.....

E. Reasons for presentation of the nominee (why nominating)

.....
.....

F. Secondment (Shall be seconded by at least two adult persons)

F1. I second this nomination because

.....
.....

Name of Person / Company /Group / Institution* (*delete whatever is not applicable)
Title (Prof/Dr/ Ms/Mr/Mrs/Miss* (*delete whatever is not applicable)
Address
City
Country
Telephone / Mobile Number
Email address
Signature
Date (Day/month/year)

F2. I second this nomination because

.....
.....
Name of Person / Company /Group / Institution* (*delete whatever is not applicable)
Title (Prof/Dr/ Ms/Mr/Mrs/Miss* (*delete whatever is not applicable)
Address
City
Country
Telephone / Mobile Number
Email address
Signature
Date (Day/month/year)

F3. I second this nomination because

.....
.....
Name of Person / Company /Group / Institution* (*delete whatever is not applicable)
Title (Prof/Dr/ Ms/Mr/Mrs/Miss* (*delete whatever is not applicable)
Address
City
Country
Telephone / Mobile Number
Email address
Signature
Date (Day/month/year)

THIRD SCHEDULE

(Made under regulation 24(2))

The Names and Categories of TAFIRI Awards and Awardees:

		Category of Awardee	Comment	Type of Award
	TAFIRI Director General's staff of the Year Award	Individual/Person	A shared Prize Between the Trade Union and TAFIRI: Shall be awarded annually for staff who's job performance in the year is proved to excel based on Criteria of the Trade Union and consent of the Management Team	1. Overall Winner: Certificate and Cash: TZS 1,000,000/= 2. First Runner-up: Certificate and Cash: TZS 500,000/= 3. Second Runner-up: Certificate and Cash: TZS 300,000/=
	The TAFIRI Distinguished Fisheries and Aquaculture Research Services Award	TAFIRI Staff	Shall be bestowed to any TAFIRI Staff who through his continuous dedication to the course of the Institute, and where he has served the Institute for ten years or more, will have enabled TAFIRI to effectively carry out some or all of its functions and thereby make notable contribution in Science, Technology and Innovation.	1. Overall winner Medal plus Cash TZS 6,000,000/= 2. First Runner – up: Medal plus Cash: TZS 3,000,000/= 3. Second Runner-up: Medal plus Cash : TZS 1,000,000/=
		Person, company, Institution	Shall be bestowed to Person, company and or Institutions who rendered significant contribution to the Fisheries and Aquaculture sector by enabling the	1. Overall winner Medal plus Cash TZS 10,000,000/= 2. First Runner –up: Medal plus Cash :TZS

Tanzania Fisheries Research Institute (Fisheries and Aquaculture Research)

			Tanzania research community deliver exemplary output to farmers and or other stakeholders.	5,000,000/=
		Individual person or group	Shall be bestowed to an individual person or group of persons who through dedicated research activities with and or in TAFIRI make a discovery, use of technology or innovation in any field that shall foster the advancement of fisheries production sciences for the good of farmers, consumers and or other fisheries and aquaculture stakeholders.	<ol style="list-style-type: none"> 3. Second Runner-up: Medal plus Cash : TZS 3,000,000/= 1. Overall winner Medal plus Cash TZS 15,000,000/= 2. First Runner – up: Medal plus Cash: TZS 10,000,000/= 3. Second Runner-up: Medal plus Cash: TZS 5,000,000/=

FOURTH SCHEDULE

(Made under regulation 19(3))

MONITORING AND EVALUATION

Monitoring and evaluation serves to implement the mandate of the Institute to coordinate, monitor and evaluate all Fisheries and Aquaculture research in Mainland Tanzania. Through Monitoring and Evaluation, TAFIRI specifically aims to address the following key areas during Fisheries and Aquaculture research implementation:-

- i. Assessment of compliance to terms and conditions (conduct of researchers)
- ii. Assessment of the impact(s) of project including long-term consequences, innovation, positive and negative effects
- iii. Evaluation of efficiency of the project implementation (implementation time line versus progress)
- iv. Coordinate evaluation of effectiveness of the project (extent of objectives achievements, challenges and opportunities)

Monitoring and Evaluation form

No.	CONTENT
1	Title of the project
2	Investigator(s):
	Name(s)
	Physical address
	Telephone including mobile
	Email(s)
3	Project Time frame
4	Project Rationale
5	Project Objectives
6	Project design
7	Current Project Status
8	Project Sponsor/ Funders
9	Financial Status: a) Budget
	b) Cumulative expenditure
10	Project publications/Presentations Oral /Poster (attach abstract/s)
11	Project Oral/Poster Presentation (attach abstract/s and /or poster)
12	Project Output/Outcome/Impact (Society/Research/Services/Policy)
13	Recommendations

FIFTH SCHEDULE

(Made under regulation 10(1))

FEES FOR FISHERIES AND AQUACULTURE RESEARCH ETHICAL CLEARANCE

SN	RESEARCHER	ETHICAL CLEARANCE FEES (TZS)
1	Local	200,000/=
2	Foreign	500,000/=
3	Local Student Masters	50,000/=
4	Local Student PhD	100,000/=
5	Foreign Student Bachelor	150,000/=
6	Foreign Student Masters	200,000/=
7	Foreign Student PhD	300,000/=

SIXTH SCHEDULE

(Made under regulation 10(2))

**APPLICATION FORM FOR FISHERIES AND AQUACULTURE RESEARCH
ETHICAL CLEARANCE**

1. Applicant Personal Particulars
Surname.....
First Name.....
Title (Mr./Mrs./Ms./Miss./Prof./Dr.) (*delete whatever is not applicable)
Nationality.....
Passport Number / National ID Number* (*delete whatever is not applicable)
Date of birth.....
Highest academic qualification.....
Institutional Affiliation
Town/City.....
Region/Province/State.....
Country.....
Permanent address.....
Phone
Email address.....
Contact address while in Tanzania (Foreign Researchers)
.....
2. Title of proposed research project
.....
.....
3. Theme
.....
.....
4. Purpose of research: Institutional Activity / Contractual Research / R&D /
To attain a degree PhD/MSc/B.Sc/BA/ others (specify) (delete the
inapplicable)
5. Research objectives
.....
.....
.....

6. Region(s) and District(s) in Tanzania where research will be conducted
.....
.....
7. Duration of research (months)
8. Expected start date (Day/Month/Year)
9. Expected end date (Day/Month/Year)
10. Source of funds
11. Which live aquatic fauna species will you focus on during your research?
.....
.....
12. What is the status of the species under the IUCN Redlist?
.....
.....
13. How many live aquatic fauna do you expect to include (Number)
.....
14. Have you ever obtained a Fisheries and Aquaculture Ethical Clearance
Yes/No
15. If Yes in 6 above explain briefly
.....
.....
.....
16. Will you have a focus on any biological material? Blood / DNA extract, or
any other materials during the research? Yes / No
17. If yes, how do you intend to treat/sacrifice the aquatic fauna?
.....
.....
.....
18. How do you intend to dispose the materials?
.....
.....
.....
19. I agree to abide to data transfer agreement (DTA) and material transfer
agreement (MTA) of TAFIRI. Yes/No...
20. References (provide names and addresses /telephone number/email of two
referees, one of whom should be based in Tanzania)
.....
.....
.....
.....

21. Declaration: Ideclare
that the information provided herein is true and I will be accountable for
any information that will be found to be false or untrue.

Signature of applicant
Date (Day/Month/Year)

For official use only

Person issuing the Fisheries and Aquaculture Research Ethical form for and
on behalf of Tanzania Fisheries Research Institute (TAFIRI)

Surname.....
First Name..... Other Names
Title (Mr./Mrs./Ms./Miss./Prof./Dr.) (*delete whatever is not applicable)
Signature
Date (Day/Month/Year)

Official Stamp

SEVENTH SCHEDULE

(Made under regulation 13(3))

CRITERIA FOR APPROVAL OR DISAPPROVAL OF RESEARCH PROPOSAL

Title of the Research Proposal

.....
.....

Name of Reviewer:

.....

Institution:

.....

E-mail Address

.....

Mobile phone:

.....

S/N	Elements	Items to be considered during evaluation	Maximum Points that may be awarded	Points Awarded	Justification for your points awarded
1	TITLE OF THE PROJECT	Clarity and conciseness of project title: short, simple, precisely reflecting the basic objectives of the proposed research	5		
2	SUMMARY	Introduction; research study/design; problem statement; justification and rationale; objectives; methodology; expected output	5		
3	BACKGROUND & LITERATURE REVIEW	Description of existing knowledge; Justification/rationale; research question/problem statement; description of the existing knowledge about the problem; knowledge	10		

Tanzania Fisheries Research Institute (Fisheries and Aquaculture Research)

S/N	Elements	Items to be considered during evaluation	Maximum Points that may be awarded	Points Awarded	Justification for your points awarded
		gap intended to be addressed; hypothesis to be tested; includes citation of recent and relevant publication/literature			
4	BROAD OBJECTIVES	Which Strategic development goal(s) does the study address?	5		
5	SPECIFIC OBJECTIVES	Are the study objectives SMART (Specific, Measurable, Achievable, Realizable and Time bound); OR are the objectives well stated? Are they Achievable?	25		
6	METHODOLOGY- Selection & adequate description of methodology	<ol style="list-style-type: none"> 1. Research study/design including implementation plan 2. Justification of the choice of study area. 3. Description of the population from which the study sample is to be drawn; Description of the sampling procedures including size 4. Methods/techniques of data collection and their justification (e.g. questionnaires, laboratory analysis procedures key information interviews 5. Ethical statement 6. Quality assurance 	25		

Tanzania Fisheries Research Institute (Fisheries and Aquaculture Research)

S/N	Elements	Items to be considered during evaluation	Maximum Points that may be awarded	Points Awarded	Justification for your points awarded
		mechanisms (overall quality research process and linkage to gender considerations.			
7	DATA MANAGEMENT AND ANALYSIS PLAN	1. Proper Description of data analysis (Includes any electronic packages for processing and analyzing the data) and storage	5		
8	BUDGET	Is the budget adequate, justified and realistic? What is the source of fund?	10		
9	Dissemination Plan	Description of research disseminating plan and its feasibility such as publication, policy briefs, project briefs, conference presentations and workshops	10		
		Total	100		

*The proposal will be valued successful if it attains a total of 75%

EIGHTH SCHEDULE

(Made under regulation 5(4))

DATA AND MATERIAL TRANSFER AGREEMENT (MTA/DTA) FOR RESEARCHERS / INSTITUTIONS

MTA/DTA Reference Number: TAFIRI/.....
Subject to the terms and conditions of this Agreement,
being the Providing Institute, hereby agrees to provide, and
..... being the Receiving Institute hereby agrees
to accept, the Materials/data and or Information specified below for such
Purposes of Use and subject to such Restrictions on Use as specified below.

In this Agreement, the following expressions shall have the following meanings:

1. “Providing Institute”:

.....

1.1. Name and contact details (including email address) of Providing Institute

.....
.....

1.2 Name and contact details (including email address) of Principal Investigator / Responsible Scientist

.....
.....

2. “Receiving Institute”:

2.1 Name and contact details (including email address) of Receiving Institute

.....
.....

2.2 Name and contact details (including email address) of Principal Investigator / Responsible Scientist

.....
.....

3. “Materials”:

Description of Materials held by (name of Providing Institute),
and made available to
.....(the Receiving Institute hereunder.

Quantity of materials provided by Providing Institute

.....
.....(g/kg/mls/pcs/....)

4. “Data / Information”:

Any data / information, unpublished or otherwise, owned by (name of Providing Institute)
and communicated to
.....(the Receiving Institute) by(the Providing Institute) during the term of this Agreement:

4.1 relating to the Materials, their production, properties, and/or experimental results observed using the Materials or any derivatives therefrom.

4.2. description of data and information (if data and information transferred is not related to the materials described in 3 above but it is about
.....)

5. “Purposes of Use”:

The Materials and Data/Information are provided for the following purposes, as more fully described in Appendix 1 (the “Research Project”):
[Brief description of the purposes for which the Materials, and products incorporating or developed with the Materials, may be used.] [Add reference to a specific grant, etc. when appropriate.]
.....
.....
.....

6. “Restrictions on Use”:

The Materials and Information shall not be used for any purpose other than the Purposes of Use. In particular, the Materials and Information shall not be used for [insert any specific restrictions on use] (Refer.
.....
.....
.....

7. “Term of Agreement”:

This Agreement shall remain in full force and effect as from the date of its signature by both parties for a duration of Months and or according to the project (appendix 2) duration.

8. “Materials and Data Charges”:

(PLEASE KEEP THE APPLICABLE CLAUSE (1) AND DELETE THE REST).

- 8.1 Materials from the Providing Institute shall be free of charge
- 8.1.2 Where the Providing Institute is not in position to process, package and ship the materials the Receiving Institute may bear specified cost of sample retrieval, processing – including DNA extraction – packaging and shipment
- 8.2 Data and information shall be provided at no cost.

9. Applicable Law

This Agreement is a contract and not an International agreement, that International Law is not applicable to this Agreement, and that International Law does not govern the interpretation of the provisions of this Agreement. Any dispute arising under this Agreement which is not disposed of by agreement between the researchers and or Investigators shall be submitted jointly to the Authorized signatories of this Agreement. A joint decision of the Authorized signatories or their designee shall be the disposition of such dispute. If the Parties (hereby referred to as both Providing and Receiving Institutions) cannot reach a joint decision, either Party may terminate this Agreement immediately. The Parties hereby consent to the jurisdiction of the Courts of the United Republic of Tanzania for any action, suit or proceeding arising out of or relating to this letter Agreement brought against the United Republic of Tanzania or TAFIRI.

9. “General Conditions”:

The General Conditions attached hereto under Appendix 1 form an integral part of this Agreement.

10. “Signature”:

This Agreement is duly signed on behalf of the parties as follows:

Signed for and on behalf of
of Providing Institute

Responsible Scientist
Scientist

Name

Title

Authorized Officer

Name

Title

Date

Stamp.....

Signed for and on behalf
Receiving Institute:

Responsible

Name

Title

Authorized Officer

Name

Title

DateOfficial

Official Stamp.....

APPENDIX 1 – GENERAL CONDITIONS OF DATA AND OR MATERIAL TRANSFER UNDER THE SEVENTH SCHEDULE

1. Use

1.1 The Materials and data or Information are supplied by the Providing Institute to the Receiving Institute solely for the Purposes of Use and subject to the Restrictions on Use as set out herein.

1.2 The Materials and Information shall not be used in human subjects, in clinical trials, or for diagnostic purposes involving human subjects without the written consent of the Providing Institute.

1.3 Other than for and within the Purposes of Use, and as specifically described in Appendix 2, the Materials and or data / Information shall not be transferred, offered for sale, or otherwise used without the prior written agreement of the Providing Institute.

1.4 The Receiving Institute shall allow only parties who have a need to know for the Purposes of Use and who are bound by similar obligations of confidentiality and Restrictions on Use as contained in this Agreement to have access to the Materials and Information.

1.5 The Receiving Institute shall require any party handling and/or using the Materials and data or Information to comply with all relevant laws, rules, and regulations applicable to the use of such Materials and Information.

2. Confidentiality

2.1 The Information may incorporate confidential information of the Providing Institute. Accordingly, if and to the extent that any such Information is clearly marked as “confidential”, the Receiving Institute shall during the Term of this Agreement and for a period of FIVE years’ following its termination treat such Information as confidential and only disclose it under like obligations of confidentiality and Restrictions on Use as those contained herein. The Receiving Institute shall be deemed to have fulfilled its obligations if it exercises at least the same degree of care in maintaining confidentiality as it would in protecting its own confidential information.

2.2 The above-mentioned obligations of confidentiality shall not apply to Information which:

- (i) can be shown to have been known to the Receiving Institute at the time of its acquisition from the Providing Institute; or
- (ii) is acquired from a third party, not in breach of any confidentiality obligation to [insert name of Providing Institute]; or
- (iii) is independently devised or arrived at by, on behalf of, or for the Receiving Institute without access to the Information; or
- (iv) enters the public domain otherwise than by breach of the undertakings set out in this Agreement.

2.3 In some cases, the Information may also incorporate confidential information pertaining to research participants having provided the Materials or data. The Materials and or data provided to the Receiving Institute have been [coded or anonymized (provide description of data treatment here)]. If the Receiving Institute inadvertently receives information that identifies individual

research participants, the Receiving Institute will take all reasonable and appropriate steps to protect the privacy and confidentiality of such information. This may require immediate destruction of the information on request of [insert name of Providing Institute]. The Receiving Institute agrees to make no intentional attempt to re-identify research participants through linkage of data or otherwise. The Receiving Institute will immediately report any identification of research participants to [insert name of Providing Institute].

3. Rights

3.1 Except for the rights explicitly granted hereunder, nothing contained in this Agreement shall be construed as conveying any rights under any patents or other intellectual property which either party may have or may hereafter obtain.

Annex 4. Template Material/Data Transfer Agreement (MTA/DTA)

3.2 [Insert name of Providing Institute] shall retain ownership of the Materials and Information and shall have the unrestricted right to use, assign, or distribute the Materials and Information to any third parties for any other purposes. The Receiving Institute acknowledges and agrees that nothing contained in this Agreement shall be

deemed to grant to the Receiving Institute any intellectual property rights in any of the Materials or Information provided hereunder.

3.3 The Receiving Institute must not make intellectual property claims on Materials or Information derived directly from [insert name of Providing Institute]. However, the importance of downstream inventions made with [insert name of

Providing Institute] Materials is recognized; patents on such inventions are permitted. In doing so, the Receiving Institute agrees to implement licensing policies that will not obstruct further research. The Receiving Institute will share own all results, data, and inventions which arise under the Research Project described in Appendix 2.

4. Return of Individual-Level Results

OPTIONAL CLAUSES:

4.1 No return of individual-level results: Individual Research Results and Incidental Findings will not be returned to [insert name of Providing Institute].

or

4.1 Return of individual-level results: Participants in [insert name of Providing Institute] have consented to the return of Individual Research Results and Incidental Findings that are clinically significant, analytically valid, and actionable (i.e. treatable or preventable). If in the course of their research the Receiving Institute comes across such findings, they must be returned to the [insert name of Providing Institute].

5. Publications

5.1 Upon completion of the Research Project, the Receiving Institute will send to [insert name of Providing Institute] [specify: reports, enriched data, etc.]. The

Receiving Institute must endeavour to publish results in an academic journal or in an open access database. The Receiving Institute agrees to acknowledge [insert name of Providing Institute] in any publication or presentation on work derived in whole or in part from the Materials and to supply [insert name of Providing Institute] with a copy or web address of any publication.

6. Warranties and Liabilities

6.1 [Insert name of Providing Institute] makes no warranty of the fitness of the Materials for any particular purpose or any other warranty, either express or implied. However, to the best of [insert name of Providing Institute]'s knowledge, the use of the Materials and/or Information within the Purposes of Use shall not infringe on the proprietary rights of any third party.

6.2 [Insert name of Providing Institute] will not be liable for damages related to the provision of Materials to the Receiving Institute. This includes but is not limited to damages in relation to inaccuracies, lack of comprehensiveness, or use of the Information and Materials and/or Information, or any delay or break in supply by [insert name of Providing Institute]. The Receiving Institute acknowledges that [insert name of Providing Institute] makes no guarantee that the Materials and/or Information are free of contamination from viruses, latent viral genomes, or other infectious agents. The Receiving Institute agrees to treat the Materials as if they were not free from contamination, to ensure that appropriate biosafety training is provided to research personnel, and to implement appropriate biohazard containment measures.

6.3 The Receiving Institute agrees that, except as may explicitly be provided in this Agreement, [insert name of Providing Institute] has no control over the use that is made of the Materials or the Information by the Receiving Institute in accordance with the terms of this Agreement. Consequently, the Receiving Institute agrees that [insert name of Providing Institute] shall not be liable for such use.

7. Amendment, Extension, and Termination

7.1 Any amendment to this Agreement, including extension of the Term of Agreement, shall be valid only by written amendment executed by the duly authorized officers of both parties.

7.2 Notwithstanding the conditions set forth in this Agreement, in particular the Purposes of Use, Restrictions on Use, and Confidentiality obligations, either party may terminate this Agreement with sixty (60) days prior written notice to the other party.

7.3 When the Research Project is completed or this Agreement is terminated, whichever comes first, any unused Materials will either be destroyed in compliance with all applicable statutes and regulations or will be returned to [insert name of Providing Institute] by the Receiving Institute upon [insert name of Providing Institute]'s request.

8. Miscellaneous

8.1 Nothing in this Agreement shall be interpreted as establishing a partnership between the parties or establishing one party as the agent of the other or conferring a right on one party to bind the other, except as may be specifically set out herein.

8.2 Any dispute relating to the interpretation or application of this Agreement shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

8.3 This Agreement sets forth the entire understanding between the parties and supersedes any prior agreements, written or verbal.

APPENDIX 2 – RESEARCH PROJECT

[Provide description of project/work to be performed using the Materials and/or Information.]

Dodoma,
10th June, 2020

LUHAGA JOELSON MPINA
Minister for Livestock and Fisheries