CAPE IP Terms for Acorn Fund Applicants

Can you please give your consent to the CAPE IP Terms and Conditions for your CAPE Acorn project proposals as follows:

(1) All registrable intellectual property ("IP") developed in a CAPE Acorn Fund project ("Project") (namely patents and patent applications, registered trademarks, registered design rights) shall vest in the University.

(2) CAPE Office should be informed about the registration by the principal investigator of the project.

(3) An option to take a non-exclusive licence under fair and reasonable terms on all the registered IP shall be given to the CAPE Partners sponsoring the CAPE Acorn Fund for a period of six (6) months from the date of informing the CAPE Office. No attempt to licence should be made before the end of the option period.

(4) For the vesting process, the University’s Ordinance on Intellectual Property Rights, graced on 12 December 2005 ("the IP Policy") shall apply, and the inventor(s) may request or be offered assignment of the IP, on condition that Project funds are not used to pay for the drafting or registration of the IP.

(5) If the University, through its technology transfer office Cambridge Enterprise, does not wish to pursue the registration, the Project funds may be used to pay for any drafting and registration costs, but ownership of the IP shall remain with the University. The University shall have the right to assign this ownership to Cambridge Enterprise.

Please note the final wording of the above IP terms and conditions are subject to change.