

# INTELLECTUAL PROPERTY POLICY



**JET EDUCATION SERVICES**  
THINK EDUCATION. THINK JET.

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**This is the intellectual property policy of JET  
Education Services, a non-profit company  
(NPC) having registration number  
2000/007541/08 (“JET”)**

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## 1. Introduction

This is the Intellectual Property Policy of JET Education Services, a non-profit organisation Registration Number 2000/007541/08 ("JET").

JET is an independent, non-profit organisation that works with government and the public sector, civil society organisations, local and international development agencies and educational institutions to improve the quality of education and the relationship between education, skills development, and the world of work, to positively impact education policy in South Africa and Africa. JET is engaged in research and development as well as creating and maintaining an intellectual and research culture resulting in a considerable body of intellectual property. JET's intent is to continually expand and improve on all of its intellectual property, manage the same, protect and, where applicable, commercialise such intellectual property. JET further acknowledges the need to stimulate innovation and creativity within its sector and also protect its reputation. JET further encourages its employees, contractors, researchers and partners to also enhance and increase the store of JET's intellectual property.

As such, JET records the terms of its Intellectual Property Policy as set out herein with a view to recording the terms on which such intellectual property is created, developed, exploited and managed.

## 2. Scope

This policy applies to all employees, contractors, researchers and partners of JET Education Services. JET expects the principles, policies and procedures set out in this policy to be understood, observed and followed by employees, contractors, researchers and partners. JET commits to using intellectual property in a manner consistent with its mission and values, avoiding infringement on the rights of others.

## 3. Objectives

The objectives of the Intellectual Property Policy are to:

- Protect the ownership of and the rights to use JET's intellectual property;
- Encourage and protect innovation and creativity;
- Ensure proper referencing and citation of original sources in JET's work;
- Protect JET's reputation.

## 4. Definitions

1. Intellectual Property: means intellectual property, being the results of intellectual and/or creative endeavour on the part of JET or any person on its behalf which is capable of protection either in terms of statute or common law in any jurisdiction, worldwide.
2. Copyright: is an exclusive right, given to authors and creators, to protect their original works.
3. Open Source Material: are teaching, learning and research material in any medium, that resides in the public domain or have been published under open license that permits no-cost access, use, adaptation and redistribution by others with limited restrictions.
4. Partner: means any form of strategic alliances to leverage each other's intellectual property.
5. Employee: any person, excluding an independent contractor, who works for JET and receives, or is entitled to receive, any remuneration.



6. **Contractor, Associates and Consultants:** means any person or entity contracted to work for or perform services for and on behalf of JET at any time.
7. **Researcher:** means any person or entity contracted by JET to carry out research and development work for and on behalf of JET.
8. **Trade Secret:** means any internal information including information about contracts, clients and finances.
9. **Trademark:** is a distinctive sign or symbols used by JET to identify and distinguish their services from others.

*A trademark of JET is a mark that has been registered with the aim of distinguishing, in the course of trade, the services or products of JET from the services or products of its competitors. A trade mark gives JET the right to exclude competitors' use of the mark with reference to identical or even similar products or services.*

10. **Patents:** means a form of intellectual property that grants its owner the exclusive right to make and use an investigation for a limited period, usually 20 years from the filing date of the patent application.

## 5. Ownership

Employees, contractors, researchers and partners of JET should be aware that ownership of IP created by them in the normal course and scope of their duties vests by law in JET as their employer. The ownership of IP created by contract workers in the execution of their contractual obligations at JET also vests in JET. The only exception(s) to the aforesaid fact of JET owning the IP produced by its employees, contractors and researchers shall be in circumstances where a written agreement has been concluded between JET and any one or more specific employee(s), contractor(s) or researcher(s) confirming that any IP emanating from their work for JET shall not be owned by JET.

### 5.1 Employees

Employees of JET should be aware that ownership of IP created by them, in the normal course and scope of their duties vests by law with JET as their employer.

### 5.2 Contract workers

Persons who are appointed on a contract basis by JET are subject to the conditions regarding IP rights that apply to the employees of JET. Full rights, title and interest in respect of IP, including inventions and IP creation, design, expertise and the copyright of all work developed in the normal course and scope of the execution of the contract with JET are assigned to JET. The ownership of IP created by contract workers in the execution of their contractual obligations to the JET thus vests at JET. A provision to this effect must be included in all written contracts concluded with contract workers.

### 5.3 Third parties

When JET enters into an agreement with a third party (or parties), the terms of the agreement must specify ownership of IP generated. In such cases, IP may be owned by JET, a third party or jointly.

**5.3.1 Partner:** IP can be shared or agreed subject to the IP policy of the partner.

**5.3.2 Client:** IP can be shared or agreed subject to the IP policy of the client



## 5.4 Donor and Funders

The fact that an outside organisation, e.g. Donor, funder grants or provides financial support to JET does not imply that the outside organisation concerned has any automatic claim to the IP rights that may emanate from such funding. JET shall be entitled to the ownership of the IP concerned, or the terms of the agreement must specify ownership of the IP generated. The vesting of IP rights is determined by the intellectual contribution made in the creation of the IP, rather than by the financial contribution that made it possible.

## 6. Intellectual Property Protection

JET will take all reasonable and necessary steps to ensure that its IP complies with any or all legal requirements to achieve IP protection, either statutorily or in terms of common law. Requirements include trademark, copyright protection, website terms and conditions, Privacy policy, non-disclosure agreements from employees, and monitoring and enforcement.

Such steps will include the need for the JET Board of Directors to execute any contract or document deemed necessary to enable JET to protect its IP rights wherever appropriate.

Such protections shall include JET ensuring that all physical manifestations of its IP are labelled appropriately with the necessary IP ownership formulation on or attached to the same. All JET publications should include copyright notices and JET's logo.

### 6.1 Copyrights

JET shall always protect original works of authorship. To the extent practically possible, all reports or published editions created by JET must be identified as follows:

Copyright © [insert year], JET Education Services  
All rights reserved

### 6.2 Creative commons (CC)

JET publications are published under a Creative Commons Attribution 4.0 (<http://creativecommons.org/licenses/by/4.0/>) Licence, that permits free access, re-use, re-purpose, adaptation and redistribution BUT NOT for commercial gain.

The licence allows re-users to distribute, remix, adapt, and build upon the material in any medium or format for non-commercial purposes only, and only so long as attribution is given to the creator. If you remix, adapt, or build upon the material, you must licence the modified material under identical terms.

*Example of how to cite the publication:*

*Rajab, R. and Ntuli, S. (2023). A deep dive into governance mechanisms for interoperable digital platforms for work and learning. Johannesburg: JET Education Services.*

## 7. Promoting access to intellectual property

JET supports and promotes the use of creative endeavour as well as open access to research and research data.



Subject to its need to protect JET's IP and in furtherance of its support and promotion of the use of creative endeavour, JET will publish and/or distribute for the benefit of the educational sector and society as a whole portions or appropriate parts of its IP from time to time, as and when needed.

## 8. Non-disclosure agreement

A Non-disclosure Agreement must be signed when a partner approaches JET for the exchange or sharing of confidential information as the forerunner to a potential project. A JET [confidentiality agreement](#) template can be used.

## 9. Tool, instruments and data

The ownership of tools and instruments developed during a research contract is typically determined by the terms and conditions outlined in the contract itself.

Ownership rights should be negotiated and agreed upon by both parties before the commencement of the research project. The contract should explicitly state who will own the tools and instruments developed and data collected.

Joint ownership is also a possible arrangement, where both the client and JET or contractor share ownership rights. This can happen if the collaboration is expected to continue, and both parties want to have ongoing access to the developed tools.

Consideration should be given to intellectual property rights associated with the tools and instruments. If the tools involve patents, copyrights, or other intellectual property, the contract should specify how these rights will be managed and protected.

A termination clause that outlines the fate of the tools and instruments in the event of contract termination should be included. This clause should specify how the ownership or usage rights will be handled.

Data Ownership: Clarifying who owns the data generated or collected is essential. The default rule is that the party that generates data owns it. However, contractual agreements can determine who owns the data. JET [Privacy Policy](#) will be put in place to safeguard valuable data from unauthorised access, disclosure or theft.

## 10. Authorship

Authorship gives credit and accountability for published work. JET will ensure that all [contributors](#) of the paper are given credits, by mentioning them on the publication.

Copyrighted material created by employees, as part (within the scope) of their employment duties, is usually owned by the employer. When someone creates a work under a contract of service (i.e. when it is part of their job) copyright will belong to the employer, unless the employer and employee have agreed otherwise by means of a contract.

The possibility of publishing and disseminating research arising from JET's work for clients or with partners should be discussed during the contracting process along with the question of authorship of such documents. JET staff are encouraged to publish their work whenever this is possible. The names of authors should also be mentioned in JET publications wherever this is possible.



## **11. Fraud hotline**

JET Education Services is committed to protecting its intellectual property rights and maintaining a culture of integrity and compliance. We encourage all employees, contractors, and partners to report any suspected fraudulent activities related to intellectual property. [Read the communique For the JET Fraud Hotline.](#)

## **12. Legal compliance**

JET complies with all legislative frameworks in terms of which it conducts its operations and seeks to pursue its objectives including the Higher Education Act 101 of 1997, the Skills Development Act and the Constitution of the Republic of South Africa.

## **13. Monitoring and review**

Review the effectiveness of the IP policy on a regular basis and make updates or revisions as needed.

