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Section 1 provides definitions used in these policies. Sections 3 and 4 of this document explain the rationale for these provisions. Only sections  $\underline{5}$  and  $\underline{6}$  of this document are normative, the other sections are informative. A companion document RFC 3979 [RFC3979] deals with rights, including possible patent rights, in technologies developed or specified as part of the IETF Standards Process. This document is not intended to address those issues. This memo obsoletes RFC 3978 and 4748 and, with RFC 3979 and RFC xxx(-outgoing), replaces Section 10 of RFC 2026.

This document is not intended as legal advice. Readers are advised to consult their own legal advisors if they would like a legal interpretation of their rights or the rights of the IETF Trust in any Contributions they make.

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# 3. Exposition of Why These Procedures Are the Way They Are

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#### References

# **8.1.** Normative References

[RFC2026] Bradner, S., "The Internet Standards Process -- Revision 3", BCP 9, RFC 2026, October 1996.

[RFC2028] Hovey, R. and S. Bradner, "The Organizations Involved in the IETF Standards Process", BCP 11, RFC 2028, October 1996.

[RFC3979] Bradner, S., Ed, "Intellectual Property Rights in IETF Technology", <u>BCP 79</u>, <u>RFC 3979</u>, March 2005.

[Trust] IETF Trust Agreement - <a href="http://iaoc.ietf.org/docs/IETF-Trust-Agreement-Executed-12-15-05.pdf">http://iaoc.ietf.org/docs/IETF-Trust-Agreement-Executed-12-15-05.pdf</a>

# **8.2**. Informative References

[RFC3978] Bradner, S. Ed., "IETF Rights in Contributions", RFC 3978, March 2005.

[Berne] "Berne Convention for the Protection of Literary and Artistic Work", <a href="http://www.wipo.int/treaties/en/ip/berne/trtdocs\_wo001.html">http://www.wipo.int/treaties/en/ip/berne/trtdocs\_wo001.html</a>

#### 9. Acknowledgements

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