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Abstract

The IETF policies about rights in Contributions to the IETF are designed to ensure that such Contributions can be made available to the IETF and Internet communities while permitting the authors to retain as many rights as possible. This memo details the IETF policies on rights in Contributions to the IETF. It also describes the objectives that the policies are designed to meet. This memo obsoletes [RFC 3978](#) and 4748 and, with [RFC 3979](#) and RFC xxx (-outgoing), replaces [Section 10 of RFC 2026](#).

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2. Introduction

In all matters of copyright and document procedures, the intent is to benefit the Internet community and the public at large, while respecting the legitimate rights of others.

Under the laws of most countries and current international treaties (for example the "Berne Convention for the Protection of Literary and Artistic Work" [Berne Convention]), authors obtain numerous rights in the works they produce automatically upon producing them. These rights include copyrights, moral rights and other rights. In many cases, if the author produces a work within the scope of his or her employment, most of those rights are usually assigned to the employer, either by operation of law or, in many cases, under contract. (The Berne Convention names some rights as "inalienable", which means that the author retains them in all cases.)

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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. Sections [1](#), [2](#), [5](#) and [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](#).

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This memo does not retroactively obtain additional rights from Contributions that predate the date that the IETF Trust announces the adoption of these procedures.

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

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[7. Security Considerations](#)

This memo relates to IETF process, not any particular technology.

There are security considerations when adopting any technology, but there are no known issues of security with IETF Contribution rights policies.

[8. 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", [BCP 79](#), [RFC 3979](#), March 2005.

[Trust] IETF Trust Agreement - <http://trustee.ietf.org/xxx>

[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", http://www.wipo.int/treaties/en/ip/berne/trtdocs_wo001.html

[9. Acknowledgements](#)

The editors would like to acknowledge the help of the IETF IPR Working Group provided during the development of the document.

[10. Editors' Addresses](#)

Scott Bradner

Harvard University
29 Oxford St.
Cambridge MA, 02138 USA
Phone: +1 617 495 3864
EMail: sob@harvard.edu

Jorge L. Contreras
WilmerHale
1875 Pennsylvania Avenue NW

Washington, DC 20006 USA

Phone: +1 202 663 6872

Email: jorge.contreras@wilmerhale.com

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Funding for the RFC Editor function is currently provided by the Internet Society.

changes

version 01 ->02

misc grammar fixes

added BOF to sec 1(a)

added 1(1)

reorder 3.2

moved sentence about translations within sec 3.3

reorder 5.3 (C)

added [section 5.10](#)

removed "an Informational RFC" from [section 5.9](#)

added text about assigning rights and acknowledging that a copyright notice will be added to [section 5.9](#)

added 2nd pp to [section 3.6](#) from [RFC 3978](#)

added pp on multiple copyright notices to sec 6

version 02 -> 03

replaced the text in [section 5.10](#)

version 03 -> 04

change "requested" to "directed" in [section 5.10](#)

add sections [1](#) & [2](#) to the list of normative sections in [section 2](#)

sec 5.7 - replace last sentence

sec 5.3 preface - add "sublicensable"

sec 1 i - add that the IETF Trust maintains the Legend Instructions open issues

a/ the use of the terms Contribution and Contributors -
for example in [section 5.6](#)

b/ do we need specific mention of work for hire in sec 3.2

version 04 -> 05

replaced [section 5.1](#) & the 1st pp of [section 5.3](#)

replaced [section 5.6](#) a

version 05 -> 06 - input from Jorge

fix various typos in document

add definition of "Indirect Contributor"

fix definition of "Reasonably and personally known" to be copyright-related rather than patent-related

reword sec 5.6 a and remove definition of "Indirect Contributor"

add pointer to [section 5.6](#) to [section 5.9](#)

tweak the wording on [section 5.10](#)

add "development" to the next to last sentence of [section 6](#)

