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### Abstract

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## Table of Contents

- 1. Definitions
- 2. Introduction
  - 2.1 No Retroactive Effect
- 3. Exposition of why these procedures are the way they are
  - 3.1. Rights Granted in Contributions
  - 3.2. Rights to use Contributions
  - 3.3. Right to Produce Derivative Works
  - 3.4. Rights to use Trademarks
  - 3.5. Contributions Not Subject to Copyright
  - 3.6. Copyright in RFCs
- 4. RFC Editor Documents
- 5. Rights in Contributions
  - 5.1. General Policy
  - 5.2. Confidentiality Obligations
  - 5.3. Rights Granted by Contributors to the IETF Trust
  - 5.4. Sublicenses by IETF Trust
  - 5.5. No Patent License
  - 5.6. Representations and Warranties
  - 5.7. No Duty to Publish
  - 5.8. Trademarks
  - 5.9. Copyright in RFCs
- 6. Legends, Notices and Other Standardized Text in IETF Documents
- 7. Security Considerations
- 8. References
  - 8.1. Normative References
  - 8.2. Informative References
- 9. Acknowledgements
- 10. Changes since [RFC 3978](#)
- 11. Editors' Addresses
- Full Copyright Statement

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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](#) [[RFC3978](#)] and 4748 [[RFC4748](#)] and, with [RFC 3979](#) [[RFC3979](#)] and [-outgoing], replaces [Section 10 of RFC 2026](#) [[RFC2026](#)].

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[RFC4371] in any Contributions they make.

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## **[3.](#) Exposition of Why These Procedures Are the Way They Are**

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IANA Considerations (RFC Editor - please remove this section when publishing)

This document presents no issues that should be considered by the IANA (this section is here to mollify the ID-nits checker)

## **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.
- [[RFC4371](#)] Carpenter, B. and L. Lynch, "[BCP 101](#) Update for IPR Trust," [RFC 4371](#), January 2006

### **8.2. Informative References**

- [[RFC3978](#)] Bradner, S. Ed., "IETF Rights in Contributions", [RFC 3978](#), March 2005.
- [[RFC4748](#)] Bradner, S., "[RFC 3978](#) Update to Recognize the IETF Trust," [RFC 4748](#), October 2006
- [-outgoing] Halpern, J., "Advice to the Trustees of the IETF Trust on Rights to be Granted in IETF Documents," RFC XXXX, date
- [Berne Convention] "Berne Convention for the Protection of Literary and Artistic Work",  
[http://www.wipo.int/treaties/en/ip/berne/trtdocs\\_wo001.html](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. Changes since RFF 3978**

**This document represents a significant reorganization and rewording of [RFC 3978](#) along with a number of substantive changes.**

The most basic change is to limit this document to the rights that a Contributor grants to the IETF Trust when making a Contribution. All sublicenses of rights for the use of IETF Documents must be provided by the IETF Trust. (See [Section 5.4.](#))

Material added from [RFC 4748](#) that recognized the IETF Trust.

Most of the material relating to RFC-Editor documents has been removed since the RFC-Editor maintains their own rules and processes for RFC-Editor documents.

Changes in the definitions section include defining the terms "Contribution," "Indirect Contributor," "Copyright," "IETF Trust," and "Legend Instructions" as well as minor tweaks to some of the other definitions.

The responsibility for the text of notices has been given to the IETF Trust and removed from this document. (See [Section 6.](#))

Clarified that Contributors enter into a legally binding contract when they submit a Contribution. (See [Section 5.1.](#))

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Made it clear that this document does not deal with patent licenses. (See [Section 5.5.](#))

Clarified the ownership of the Copyrights to IETF Documents. (See [Section 5.9.](#))

Clarified the rights retained by authors of IETF Contributions. (See [Section 5.10.](#))

#### **11. Editors' Addresses**

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#### Acknowledgement

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](#)

version 06 -> 07

fix references etc to mollify the ID nits checker

version 07 -> 08



change "the IETF's RFC format" to "the RFC format used by the IETF" in [section 3.6](#)  
tweak definition of IETF Documents  
change "[TRUST LICENSE AGREEMENT]" to "a license agreement issued by the IETF Trust" and add a requirement that licenses must point to the full trust agreement in [section 5.4](#)  
added "changes from 3987" [section 10](#)