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S. Bradner
Harvard University
Jorge Contreras
WilmerHale
Editors
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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 (rfc editor - replace with the RFC # of -outgoing), replaces [Section 10 of RFC 2026](#).

Internet-Draft

[RFC 3978](#)-incoming

24 March 2008

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1. Definitions

The following definitions are for terms used in the context of this document. Other terms, including "IESG," "ISOC," "IAB," and "RFC Editor," are defined in [[RFC2028](#)].

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 - o any Birds of a Feather (BOF) session,
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- o the IAB or any member thereof on behalf of the IAB,
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- g. "IETF Standards Process": the activities undertaken by the IETF in any of the settings described in 1(a) above.
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- j. "Legend Instructions" means the standardized text that is maintained by the IETF Trust and is included in IETF Documents and the instructions and requirements for including that standardized text in IETF Documents, each as posted from time to time at <http://www.ietf.org/legends>.
- k. "RFC": the basic publication series for the IETF. RFCs are published by the RFC Editor. Although RFCs may be superseded in

whole or in part by subsequent RFCs, the text of an RFC is not altered once published in RFC form. (See [\[RFC2026\] Section 2.1](#))

- l. "Reasonably and personally known": means something an individual knows personally or, because of the job the individual holds, would reasonably be expected to know. This wording is used to indicate that an organization cannot purposely keep an individual in the dark about certain information just to avoid the disclosure requirement.
- m. "RFC Editor Documents": means Internet-Drafts that are submitted to the RFC Editor independently of the IETF Standards Process. (See [Section 4](#).)

[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.

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In order for Contributions to be used within the IETF Standards

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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](#)].

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

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[2.1](#) No Retroactive Effect

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

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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

9. Acknowledgements

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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.](#))

The right to produce derivative works provided by the Contributor to the IETF Trust is not limited to being within the IETF Standards Process.

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

Scott Bradner
Harvard University
29 Oxford St.
Cambridge MA, 02138 USA

Bradner & Contreras

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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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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(l)
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](#)

