

RFC 3978 Update

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Abstract

This document modifies [RFC 3978](#) "IETF Rights in Contributions" as follows: (1) recognizing that the IETF Trust is now the proper custodian of all IETF-related intellectual property rights, (2) giving IETF Trust the right to permit extraction of material from RFCs, and (3) giving IETF Trust the right to permit others to create derivative works outside the IETF Standards Process.

This document does not constrain how the IETF Trust exercises those rights.

Copyright Notice

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[1. Introduction](#)

[1.1 IETF Trust](#)

Currently the IETF requires that authors of Contributions to the IETF grant to the IETF (meaning the full set of participants in the IETF Standards Process) a limited set of non-exclusive rights and permissions as part of the process of submitting such Contribution. These rights and permissions are detailed in "IETF Rights in Contributions" ([RFC 3978](#) - [BCP 78](#)) [[RFC3978](#)].

The IETF Trust was recently formed to act as the administrative custodian of all copyrights and other intellectual property rights relating to the IETF Standards Process that had previously been held by ISOC (See [reference to IETF Trust Agreement]). This document modifies [RFC 3978](#) in order to implement this structure. Most importantly, it alters the license-grant path as follows: whereas previously authors of Contributions to the IETF would grant a license both to ISOC and to all IETF participants, it is now proposed that such authors grant a license to the IETF Trust (in [Section 3.3](#)), and that the IETF Trust concurrently grant the necessary corresponding licenses to all IETF participants (in a new [Section 3.7](#)).

In addition, under new [Section 3.7](#) the IETF Trust will be able to grant rights to third parties (such as the right to reproduce and/or create derivative works outside of the IETF Standards Process). This right may be constrained in future RFCs, and this memo is not intended to dictate how or when the IETF Trust may grant licenses to third parties. It merely obtains the necessary "inbound" rights from the relevant Contributors.

[1.2. Extractions from RFCs](#)

Many people have expressed a desire to extract material from IETF RFCs for use in documentation, textbooks, on-line help systems, and for similar uses. In addition, some IETF RFCs contain MIBs and other types of program code that could be compiled. The IETF Trust should update [Section 3.3\(a\)\(E\)](#) of [RFC 3978](#) (now renumbered 3.3(E)) to at least explicitly permit extracting material, without modification of the text or figures, for such uses. Non-substantive changes such as changes to fonts, and translations into languages other than English would be permitted.

[1.3 Right to reprint RFCs](#)

Since the start of the RFC series, third parties have been free to

reproduce RFCs as-is or as translations. The permission to do so was not specifically noted in early RFCs (other than a note to say that the distribution of the RFC was unlimited). The copyright notice introduced with [RFC 1602](#) specifically granted these permissions. But an unintended byproduct of the attempt in [BCP 78](#) to simplify the copyright statement in published RFCs was the lack of any specific statement of these permissions in the RFC copyright notice or in [BCP 78](#). The IETF Trust should add a new [Section 3.3\(F\)](#) to [RFC 3978](#) to clarify that the Contributor permits the IETF Trust to grant this right to third parties, and also add the IETF Trust's grant of such license as to both the rights granted by each Contributor and the rights in the collection that are possessed by IETF Trust itself. This latter grant was previously implied through the copyright legend material included in RFC documents, but was not expressed as a license grant as it now is.

[1.4](#) Derivative Works

Currently the IETF obtains from Contributors the right to prepare derivative works of their Contributions within the IETF Standards Process. This is done in [RFC 3978 Section 3.3](#) (a) (C). The IETF Trust should modify that paragraph in [Section 3.7](#) to grant the IETF Trust the ability to authorize the preparation of derivative works without limiting such development to the IETF Standards Process. Such a paragraph would not, by itself, grant any additional permissions outside of the IETF, but would empower the IETF Trust to authorize the development of derivative works outside of the IETF Standards Process. One example of where the IETF Trust might grant such a right is the case where another standards development organization (SDO) wants to update or extend an IETF technology (which would normally be done by the SDO sending their requirements to the IETF) but the IETF no longer has a working group focused on the particular technology and the IETF does not have the interest to create a new working group.

[1.5](#) No Retroactive Effect

The addition of these rights to those granted by Contributors under [RFC 3978](#) starts with the publication of this memo as a RFC. This memo does not retroactively obtain these rights from Contributions that predate the publication of this memo as a RFC. Accordingly, the legends and other text accompanying this memo still reflect the provisions of [RFC 3978](#), even though those provisions will be amended once this memo is published as an RFC. However, nothing prevents the Contributors of such Contributions voluntarily granting these rights retroactively.

2. General Statements

2.1 In order to clarify that Contributors are bound by all provisions of [RFC 3978](#) upon submission of a Contribution to the IETF, the following paragraph is moved from [Section 3.3](#) to the end of [Section 3.1](#), with clarifying adjustments:

"By submission of a Contribution, each person actually submitting the Contribution, and each named co-Contributor, is deemed to agree to the terms and conditions set forth in this document, on his or her own behalf and on behalf of the organization the Contributor represents or is sponsored by (if any), when submitting the Contribution."

2.2 Because it is necessary in this document to refer to individual IETF participants, the following sentence is added at the end of the definition of "IETF" in [Section 1](#)(a) of [RFC 3978](#):

"An "IETF Participant" shall mean any such individual participant."

3. Rights Granted By Contributors to IETF Trust - New [Section 3.3](#)

The following text describes the rights that are granted by each Contributor to the IETF Trust and replaces [Section 3.3 of RFC 3978](#) in full:

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The licenses granted in this [Section 3.3](#) shall not be deemed to grant any right under any patent, patent application or other similar intellectual property right disclosed by the Contributor under [BCP 79](#).

4. Rights Granted By IETF Trust to IETF Participants - Possible new Section 3.7

Now that Contributors are granting rights to the IETF Trust, the IETF Trust will have to state what rights are being granted to IETF Participants. Accordingly, the IETF should add text no more restrictive than the following [Section 3.7](#). Such a section would simply repeat the license grants from [Section 3.3](#) that are intended to be granted to all IETF Participants. Additional rights described in [Section 3.3](#) could also be granted by the IETF Trust pursuant to separate documents.

"3.7 Rights granted by IETF Trust to IETF Participants

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5. Rights Granted By IETF Trust to Third Parties - Possible New [Section 3.8](#)

Under the licenses granted by Contributors in [Section 3.3](#), the IETF Trust has the ability to grant rights in Contributions and other portions of IETF Documents to third parties for use outside the IETF Standards Process. One such right is the right to copy and republish IETF Documents without modification. This right is automatically granted to all persons pursuant to new [Section 3.8\(A\)\(1\)](#) below. Other rights may be granted by the IETF Trust in its discretion. Rules about the exercise of this discretion may be implemented at a later date, and do not form part of this document.

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(B) The IETF Trust may, in its discretion, grant additional right to third parties to the extent that its licenses under [Section 3.3](#) permit it to do so. Until specific procedures for the exercise of such discretion are published in an RFC, the IETF Trust shall consult with the IESG prior to granting any such rights.

6. Legends and Notifications

The legends and notifications required by [RFC 3978](#) are hereby updated as set forth below to reflect the other provisions of this document.

6.1 The first paragraph of [Section 5 of RFC 3978](#) explains the

requirement for applying certain notices and legends to IETF documents. There has been considerable confusion in the past regarding the meaning of the copyright notice on these documents. Accordingly, the first paragraph of [Section 5](#) is hereby amended as follows to explain the purpose and meaning of this copyright notice requirement, as well as to substitute "IETF Trust" for "ISOC":

"The IETF requires that certain notices and disclaimers described in this [Section 5](#) be reproduced verbatim in all IETF Documents (including copies, derivative works and translations of IETF Documents, but subject to the limited exceptions noted in [Section 5.2](#)). This requirement protects the IETF Trust, IETF and IETF Participants from liabilities connected with these documents.

The copyright notice also alerts readers that the document is an IETF Document, and that the IETF Trust owns the copyright in the "collective work", as well as certain aspects of the document, such as its layout, the RFC numbering convention and the prefatory language of the document. This legend is not, however, intended to imply that IETF or the IETF Trust owns the text of any Contribution included in an IETF Document. Rather, ownership of such Contributions is retained by the author(s) or remains in the public domain, as applicable, subject only to the licenses granted to IETF and the IETF Trust under [Section 3.3](#) above."

[6.2](#) Update copyright statement and clarify text about additional copyright statements

The creation of the IETF Trust to hold IETF-related IPR requires that the copyright statement in [Section 5.4](#) be changed. Since it has been established practice to include a one-line copyright statement near the beginning of IETF Documents this should be mentioned.

The text in [Section 5.4](#) about multiple copyright statements has occasionally been misinterpreted so should be clarified.

[6.2.1](#) Revised [Section 5.4](#)

5.4. Copyright Notices (required for all IETF Documents)

(Normally placed near the beginning of the IETF Documents)

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(Normally placed at the end of the IETF Document.)

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6.3 In [Section 5.6 of RFC 3978](#), all occurrences of "Internet Society" or "ISOC" are replaced by "IETF Trust".

to reduce confusion the note about multiple copyright notices

6.4 In [Section 5.5 of RFC 3978](#), ", THE IETF TRUST" is inserted after "INTERNET SOCIETY".

7. Errata

7.1 The two sentences of [Section 4.2\(a\)\(C\)](#) are combined into a single sentence separated by a comma.

7.2 In [Section 7.1](#), all occurrences of "Internet Society" or "ISOC" are replaced by "IETF Trust".

7.3 The section reference at the end of the first paragraph of Section 7.3 is changed from 3.3(E) to 3.3(C).

7.4. In [Section 8](#), ", the IETF Trust" is inserted after "ISOC".

8. References

8.1. Normative References

[RFC 3978] Bradner, S., Ed., "IETF Rights in Contributions", [BCP 78](#), [RFC 3978](#), March 2005.

[BCP 101] Austein, R., and B. Wijnen, "Structure of the IETF Administrative Support Activity (IASA)," [BCP 101](#), [RFC 4071](#), April 2005.

[IETF Trust Agreement?]

9. Acknowledgements

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Dorr LLP who provided a significant rewrite of my material.

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11. Full copyright statement

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