

RFC 3978 Update

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This Internet-Draft will expire on December 20, 2006.

Abstract

This document modifies [RFC 3978](#) "IETF Rights in Contributions" by recognizing that the IETF Trust is now the proper custodian of all IETF-related intellectual property rights.

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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 3.8](#) the IETF Trust will be able to grant limited rights to third parties consistent with current IETF practice and rules under [RFC 3978](#) (such as the right to reproduce IETF documents in unmodified form and to extract and modify code from IETF Documents). This document is not intended to alter or expand the rights that may be granted to third parties.

1.5 No Retroactive Effect

The rights granted under this memo starts with the publication of this memo as an 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.

1.6 Normative versus Informative references

[Section 1](#) of this memo is intended to be informative only. [Section 2](#) of this memo is normative.

2. UPDATES TO [RFC 3978](#)

2.1 RIGHTS GRANTED BY CONTRIBUTORS TO IETF TRUST - UPDATE TO SECTION 3.3

The following text describes the rights that are granted by each

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[2.2](#) RIGHTS GRANTED BY IETF TRUST TO IETF PARTICIPANTS - NEW [SECTION 3.7](#)

Now that Contributors are granting rights to the IETF Trust, the IETF Trust must state what rights are being granted to IETF Participants to enable the IETF to accomplish its work. Accordingly, the following [Section 3.7](#) is added. This section simply repeats the license grants from [Section 3.3](#) that are intended to be granted to

all IETF Participants within the IETF Standards Process.

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this new section only due to the introduction of the IETF Trust to this structure. Other rights may be granted by the IETF Trust to third parties as and when authorized by future documents approved by the IETF community.

The following new [Section 3.8](#) is hereby added to [RFC 3978](#):

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The IETF Trust hereby grants to any person wishing to obtain such rights, to the greatest extent it is permitted to do so, the following perpetual, irrevocable, non-exclusive, royalty-free, world-wide rights and licenses under all copyrights and other rights of authors, which rights may be exercised within or outside the IETF Standards Process:

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- (C) to extract, modify, incorporate into other works, copy, publish, display, and distribute executable code or code fragments that are included in any IETF Document (such as MIB and PIB modules), subject to the notification requirements of [Section 5](#)."

[2.4](#) LEGENDS, NOTIFICATIONS AND ERRATA

The following provisions of [RFC 3978](#) are hereby updated as set forth below to reflect the introduction of the IETF Trust to this structure.

- 1) In Sections [5.4](#) and [5.6](#) of [RFC 3978](#), all occurrences of "Internet Society" or "ISOC" are replaced by "IETF Trust".
- 2) In [Section 5.5 of RFC 3978](#), ", THE IETF TRUST" is inserted after "INTERNET SOCIETY".
- 3) The two sentences of [Section 4.2\(a\)\(C\)](#) are combined into a single sentence separated by a comma.
- 4) In [Section 7.1](#), all occurrences of "Internet Society" or "ISOC" are replaced by "IETF Trust".

- 5) The section reference at the end of the first paragraph of [Section 7.3](#) is changed from 3.3(E) to 3.3(C).
- 6) In [Section 8](#), ", the IETF Trust" is inserted after "ISOC".
- 7) 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."

- 8) 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."

[7. References](#)

[7.1. 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?]

[8. Editors's Addresses](#)

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Acknowledgement

Funding for the RFC Editor function is currently provided by the

Internet Society.

Changes

Note to RFC Editor - remove this section if this document is published as an RFC

version 3 to version 4

major rewrite based on input from Jorge

version 4 to version 5

various places cleaned up removal of outbound rights

version 5 to version 6

added [section 2.3](#)

added a new [section 4](#) and renumbered the old [section 4](#) and the sections following

version 6 to version 7

many changes - redo to focus only on enabling the IETF Trust

