

IETF Rights in Submissions

[<draft-ietf-ipr-submission-rights-00.txt>](#)

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Abstract

The IETF policies about rights in submissions to the IETF is designed to ensure that IETF contributions can be made available to the IETF and Internet communities while permitting the authors to retain as many rights in the document as possible. This memo details the IETF policies on rights in submissions to the IETF. It also describes the objectives that the policies are designed to meet.

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1. Introduction

Under the laws of most countries and current international treaties (for example the "Berne Convention for the Protection of Literary and Artistic Work" [[Berne](#)]), 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, these rights are usually assigned to the employer, either by

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operation of law or, in many cases, under contract.

In order for works to be used within the IETF process, certain limited rights in all contributions must be granted to the IETF and ISOC. In addition, contributors must make representations to IETF and ISOC regarding their ability to grant these rights. These necessary rights and representations until now have been laid out in [Section 10 of \[RFC 2026\]](#). In the years since [\[RFC 2026\]](#) was published there have been a number of times when the exact intent of [Section 10](#) has been the subject of vigorous debate within the IETF community. The aim of this document is to clarify various ambiguities in [Section 10 of \[RFC 2026\]](#) that led to these debates and to amplify the policy in order to clarify what the IETF is currently doing.

Sections [2](#) and [3](#) of this document address the rights in submissions to the IETF previously covered by [Section 10 of \[RFC 2026\]](#) and the "Note Well" explanatory text presented at many IETF activities. Sections [4](#), [5](#) and [6](#) then explain the rationale for these provisions, including some of the clarifications that have become understood since the adoption of [\[RFC 2026\]](#). The rules and procedures set out in this document are not intended to substantially modify or alter IETF's or ISOC's current policy toward contributions and submissions made to the IETF.

A companion document [IETF IPR] deals with rights in technologies developed or specified as part of the IETF process. This document is not intended to address those issues.

The rights addressed in this document fall into the following categories:

- o rights to make use of contributed material
- o copyrights in IETF documents
- o rights to produce derivative works
- o rights to use trademarks

This document is not intended as legal advice. If you would like a legal interpretation of your rights or the rights of the IETF in any contributions you make, you are advised to consult your own legal advisor.

[2](#). Rights in IETF Submissions

[2.1.](#) General Policy

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

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respecting the legitimate rights of others.

[2.2](#) Confidentiality Obligations

No contribution that is subject to any requirement of confidentiality or any restriction on its dissemination may be considered in any part of the Internet Standards Process, and there must be no assumption of any confidentiality obligation with respect to any such contribution.

[2.3.](#) Granting of Rights and Permissions

By submission of a contribution, each person actually submitting the contribution is deemed to agree to the following terms and conditions, and to grant the following rights, on their own behalf, on behalf of the organization (if any) the contributor represents and on behalf of the owners of any proprietary rights in the contribution.

- a. To the extent that the contribution or any portion thereof is protected by copyright and other rights of authorship, the contributor, the organization he or she represents (if any) and the owners of any such proprietary rights in the contribution, grant an unlimited perpetual, irrevocable, non-exclusive, royalty-free, world-wide right and license to the ISOC and the IETF under all intellectual property rights in the contribution:
 - (A) to copy, publish, display and distribute the contribution as part of the IETF standards process,
 - (B) unless explicitly disallowed in the written terms of the contribution [pursuant to one of the notices contained in [Section 3.3](#) below], to prepare derivative works that are based on or incorporate all or part of the contribution within the IETF standards process, the license to such derivative works to be of the same scope as the license to the original contribution, and

(C) to reproduce any trademarks, service marks or trade names which are included in the contribution solely in connection with the reproduction, distribution or publication of the contribution and derivative works thereof as permitted by this paragraph, and in all cases reproducing any trademark or service mark identifiers used by the contributor of the contribution.

- b. The contributor grants the IETF and ISOC permission to reference the name(s) and address(es) of the contributor(s) and of the organization(s) s/he represents or is sponsored by (if any).

- c. Every copy of a contribution made pursuant to the licenses granted under paragraph (a)(A) above, and all derivative works made pursuant to the licenses granted under paragraph (a)(B) above, must include, in unaltered form, the notices included in such contribution pursuant to [Section 3](#) below.

[2.4](#) Representations and Warranties. With respect to each contribution, the contributor(s) each represent that to the best of their knowledge and ability:

- a. The contribution properly acknowledges all major contributors.
- b. No information in the contribution is confidential and the IETF, ISOC, and its affiliated organizations may freely disclose any information in the contribution.
- c. There are no limits to the contributor's ability to make the grants acknowledgments and agreements herein that are reasonably and personally known to the contributor.
- d. The contributor has not intentionally included in the contribution any material which is defamatory or untrue or which is illegal under the laws of the jurisdiction in which the contributor has his or her principal place of business or residence.
- e. All trademarks, trade names, service marks and other proprietary names used in the contribution and personally and reasonably known to the contributor are clearly designated as such.

[2.5](#) The contributor acknowledges that the ISOC and IETF have no duty to publish or otherwise use or disseminate any contribution. IETF reserves the right to withdraw or cease using any contribution that does not comply with the requirements of Sections [2.3](#) and [2.4](#) above.

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Additional copyright notices are not permitted in IETF documents except in the case where the document is the product of a joint development effort between the IETF and another standards development organization. Such exceptions must be approved on an individual basis by the IAB.

[3.1](#) Copyright notice and disclaimer

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In addition to the foregoing, each IETF Internet Draft must contain

one of the following three notices regarding derivative works and publication rights on it's first page:

- a. This document is an Internet-Draft and is subject to all provisions of [section 2](#) of RFC XXXX.
- b. This document is an Internet-Draft and is subject to all provisions of [Section 2](#) of RFC XXXX except that the right to produce derivative works is not granted.
- c. This document is an Internet-Draft and is subject to all provisions of [Section 2](#) RFC XXXX, but the author does not provide the IETF with any rights other than to publish as an Internet-Draft

[note to the RFC Editor - XXXX above to be replaced with the number of this document]

4. Definitions

- 4.1 contribution: in the context of this memo, a contribution to the IETF is any submission for publication as an Internet Draft or RFC and any statements made within the context of an IETF process. Such statements include verbal statements in IETF meetings, as well as written and electronic communications made at any time or place, which are addressed to
- o the IETF plenary session,
 - o any IETF working group or portion thereof,
 - o the IESG, or any member thereof on behalf of the IESG,
 - o the IAB or any member thereof on behalf of the IAB,
 - o any IETF mailing list, including the IETF list itself, any working group or design team list, or any other list functioning under IETF auspices,
 - o the RFC Editor or the Internet-Drafts function

Statements made outside of an IETF meeting, mailing list or other function, that are clearly not intended to be input to an IETF activity, group or function, are not contributions in the context of this memo.

- 4.2 IETF Standards Process: the activities undertaken by the IETF in any of the settings described in 4.1 above.

- 4.3 contributors: individuals making contributions

- 4.4 IETF documents: RFCs and Internet Drafts.

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- 4.5 RFC: the basic publication series for the IETF. RFCs are published by the RFC Editor and once published are never modified. (See [RFC 2026] sec 2.1)

- 4.6 Internet Draft: temporary documents used in the IETF process. Internet Drafts are published by the IETF Secretariat and have a nominal maximum lifetime in the Secretariat's public directory of 6 months after which they are removed. Since Internet Drafts are

archived many places on the Internet there is no effective limit on their lifetime. Internet Drafts that are under active consideration by the IESG are not removed from the Secretariat's public directory until that consideration is complete, in addition, the author of an Internet Draft can request that the lifetime in the Secretariat's public directory be extended when its expiration time is reached. (See [[RFC 2026](#)] sections [2.2](#) and [8](#))

[4.7](#) IETF: In the context of this document, the IETF includes all individuals who participate in meetings, working groups, functions and other activities which are organized or initiated by ISOC, the IESG or the IAB under the general designation of the Internet Engineering Task Force or IETF, but solely to the extent of such participation.

[4.8](#) reasonably and personally known: A contributor's reasonable and personal knowledge. This means that we do not expect the contributor to search his or her employer's legal files for relevant information, but similarly that we do not expect a contributor to remain deliberately ignorant of information, a patent application for example, that would reasonably be expected to be within his or her knowledge.

[5.](#) Exposition of why these procedures are the way they are

[5.1](#) Rights Granted in Contributions

The IETF/ISOC must obtain the right to publish a contribution as an RFC or an Internet Draft from the contributors.

A primary objective of this policy is to obtain from the document authors only the non-exclusive rights that are needed to develop and publish IETF documents and to use the contributions in the IETF standards process while leaving all other rights with the authors.

The non-exclusive rights that the IETF needs are:

- a. the irrevocable right to publish the document
- b. the right to let the document be freely reproduced in the formats

- c. the right to let 3rd parties translate it into languages other than English
- d. except where explicitly excluded (see sec 3.2), the right to make derivative works within the IETF process.

The authors retain all other rights, but cannot withdraw the above rights from the IETF/ISOC.

[5.2](#) Rights to use Contributed Material

Because, under the laws of most countries and applicable international treaties, copyright rights come into existence whenever a work of authorship is created (but see [Section 6](#) below regarding public domain documents), and IETF cannot make use of contributions if it does not have sufficient rights with respect to these copyright rights, it is important that the IETF receive assurances from all contributors that they have the authority to grant the IETF the rights that they claim to grant. Without this assurance, IETF and its participants would run a greater risk of liability to the owners of these rights.

To this end, IETF asks contributors to give the assurances in [Section 2.4](#) above. These assurances are requested, however, only to the extent of the contributor's reasonable and personal knowledge. (See sec 4.8)

[5.3](#) Right to produce derivative works

The IETF needs to be able to evolve its documents in response to experience gained in the deployment of the technologies described in the documents, to incorporate developments in research and to react to changing conditions on the Internet and other IP networks. In order to do this the IETF must be able to produce derivatives of its documents thus the IETF must obtain the right from contributors to produce derivative works. Note though that the IETF only requires this right for the production of derivative works within the IETF process. The IETF does not need, nor does it obtain, the right to let derivative works be created outside of the IETF process.

The right to produce derivative works is required for all IETF standards track documents and for most non-standards track documents. There are two exceptions to this requirement: documents describing proprietary technologies and documents that are republications of the work of other standards organizations.

The right to produce derivative works must be granted (i.e., an

Internet Draft must be published with boilerplate "a" from sec 3.2) before an IETF working group can accept a document as a working group document or otherwise work on it. Note: a working group can discuss any Internet Draft with the aim to decide if it should become a working group document, whether or not the right to produce derivative works has been yet granted. For independent submissions, the right to produce derivative works must be granted for all standards track documents before the IESG will issue an IETF Last-Call and, for most non-standards track documents, before the IESG will consider the Internet Draft for publication.

The IETF has historically encouraged organizations to publish details of their technologies, even where the technologies are proprietary ones, because understanding how existing technology is being used helps when developing new technology. But organizations which publish information about proprietary technologies are frequently not willing to have the IETF produce revisions of the technologies and then claim that the IETF version is the "new version" of the organization's technology. Organizations which feel this way can specify that the document can be published following the other provisions of this section but withhold the right to produce derivative works.

In addition, IETF documents frequently make normative references to standards or recommendations developed by other standards organizations. Since the publications of some standards organizations are not public documents it can be quite helpful to the IETF to republish some of these documents as IETF documents so that the IETF community can have open access to them to better understand what they are referring to. In these cases the IETF documents can be published without the right for the IETF to produce derivative works.

In both of the above cases in which the production of derivative works is excluded, the contributor must include a special legend in the contribution, as specified in [section 3.2](#), in order to notify IETF participants about this restriction.

[5.4](#) Rights to use trademarks

Contributors may wish to seek trademark or service mark protection on any terms that are coined or used in their contributions. IETF makes no judgment about the validity of any such trademark rights. However, we require each contributor, under the licenses described in [Section 2.3.a](#) above, to grant IETF a perpetual license to use any such trademarks or service marks solely in exercising its rights to reproduce, publish and modify the contribution. This license does

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the context of IETF documents and discussions.

Contributors who claim trademark rights to terms in their contributions are requested to specifically state what conditions apply to implementers of the technology relative to the use of any claimed trademarks. Such statements should be submitted in the same way as is done for other intellectual property claims. (see [IETF IPR] sec 6)

[5.5](#) Who does this apply to?

Rights and licenses granted to the IETF are granted to all individuals noted in [section 4.6](#), irrespective of their employment or institutional affiliation. However, these licenses do not extend broadly to the employers, sponsors or institutions of such individuals, nor do they authorize the individuals to exercise any rights outside the specific context of the IETF standards process.

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- a/ MIBs and similar material commonly extracted from IETF documents, the following copyright notice should be included in the body of the material that will be extracted "Copyright (c) <year> The Internet Society. This version of this MIB module is part RFC xxxx, see the RFC itself for the full legal notices."
- b/ short excerpts of IETF documents presented in electronic help systems, for example, the descriptions for MIB variables, do not

need to include a copyright notice.

8 Security Considerations

Documents describing IETF processes, such as this one, do not have an impact on the security of the network infrastructure or of Internet applications.

9. References

9.1 Normative references

[RFC 2026] Bradner, S.[ed], "The Internet Standards Process -- Revision 3", [RFC 2026](#), October 1996

[IETF IPR] work in progress: [draft-iprwg-technology-00.txt](#)

9.2 Informative references

[Berne] "Berne Convention for the Protection of Literary and Artistic Work", <http://www.wipo.int/treaties/ip/berne/index.html>

10. Editor's Address

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

sob@harvard.edu
+1 617 495 3864

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