

IETF Rights in Submissions

<[draft-ietf-ipr-submission-rights-01.txt](#)>

Status of this Memo

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Abstract

The IETF policies about rights in submissions to the IETF are 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, most of those rights are usually assigned (The Berne convention says

some rights are "inalienable") to the employer, either by 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 Internet Society (ISOC). In addition, contributors must make representations to IETF and ISOC regarding their ability to grant these rights. These necessary rights and representations have until now 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. [Section 4](#) gives definitions used in describing these policies. [Section 5](#), 6 and 7 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] will deal 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 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. Each contributor hereby agrees that any statement in a contribution, whether generated automatically or otherwise, that states or implies that the contribution is confidential or subject to any privilege, can be disregarded for all purposes, and will be of no force or effect.

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 his or her 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 or is sponsored by (if any) and the owners of any such proprietary rights in the contribution, grant an 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 a scope no wider than 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

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- 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 IETF document 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, each contributor represents that to the best of his or her knowledge and ability:

- a. The contribution properly acknowledges all major contributors. A major contributor is any person who has materially or substantially contributed to the contribution.
- 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 where reasonable.

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

[2.6](#) 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)

3. Copyright notice required in IETF Documents

The IETF requires that a copyright notice and disclaimer be reproduced verbatim in all IETF Documents. This requirement protects IETF and its participants from liabilities connected with these documents. The copyright notice also alerts readers that the document is an IETF document, and that ISOC claims copyright rights in certain aspects of the document, such as its layout, the RFC numbering convention and the prefatory language of the document. This legend is not intended to imply that ISOC has obtained ownership of the contribution itself, which is retained by the author(s) or remains in the public domain, as applicable.

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3.1 Copyright notice and disclaimer

One of the following two copyright notice and disclaimers shall be included at the end of all IETF documents.

3.1.1 Notice for documents where the right to produce derivative works has not been withheld. (See sec 5.3 for a discussion on derivative works.)

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the copyright notice or references to the Internet Society or other Internet organizations, except as needed for the purpose of developing Internet standards in which case the procedures for rights in submissions defined in the IETF Standards Process must be followed, or as required to translate it into languages other than English.

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3.1.2 Notice for documents where the right to produce derivative works has been withheld. (See sec 5.3 for a discussion on derivative works.)

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3.2 Notices re. Derivative Works and publication rights.

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: (See sec 5.3 for a discussion on derivative works.)

- 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 prepare revised versions of this specification 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]

The first statement is required for all documents that might be submitted for Standards Track publication. The primary motivation is the IETF retains change control, thus permitting augmenting the original document to clarify or enhance the protocol defined by the document.

The second statement is used when "republishing" standards produced by other (non-IETF) standards organizations, industry consortia or individual companies. These are typically published as Informational RFCs, and does not require change control being ceded to the IETF. Basically, these documents convey information for the Internet community.

The third statement is used when the documents purpose is to provide background information to educate and to facilitate discussions within IETF groups and the document is not intended to be published as an RFC.

[4. Definitions](#)

- [4.1 contribution:](#) in the context of this memo, a contribution to the IETF is any submission intended by the contributor 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.

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 actual 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 before the expiration. (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, mailing lists, 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": is used in section two above.

It should be read to refer to something the 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 patents or patent applications just to avoid the notification

requirement. But this requirement should not be interpreted as requiring an organization to perform a patent or other IPR search every time one of its employees submits an Internet Draft or reads an Internet Draft submitted by someone else.

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 right to publish the document
- b. the right to let the document be freely reproduced in the formats that the IETF publishes it in
- 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 standards 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 that 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, with the permission of the other standards organization, 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, the IETF requires 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 not authorize any IETF participant to use any trademark or service mark in connection with any product or service offering, but only in the context of IETF documents and discussions.

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

Rights and licenses granted to the IETF are granted to all individuals noted in [section 4.7](#), 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.

[6](#). Contributions Not Subject to Copyright

Certain documents, including those produced by the U.S. government and those which are in the public domain, may not be protected by the same copyright and other legal rights as other documents. Nevertheless, we ask each contributor to grant to the IETF the same rights as he or she would grant, and to make the same representations, as though the contribution were a proprietary document. We ask for these grants and representations only to the extent that the contribution may be protected. We believe they are necessary to protect the IETF, the standards process and all IETF participants, and also because the IETF does not have the resources or wherewithal to make any independent investigation as to the actual proprietary status of any document submitted to it.

7. Inclusion of legal notice

Section three above defines a copyright notice to be included on IETF documents and in derivative works. The full copyright notice does not need to be included in some specific types of derivative works.

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- b/ short excerpts of IETF documents presented in electronic help systems, for example, the DESCRIPTION clauses for MIB variables, do not need to include a copyright notice.

8 Security Considerations

This memo relates to IETF process, not any particular technology. There are security considerations when adopting any technology, whether IPR- protected or not. A working group should take those security considerations into account as one part of evaluating the technology, just as IPR is one part, but they are not issues of security with IPR procedures.

9. References

9.1 Normative references

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

9.2 Informative references

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

[IETF IPR] Bradner, S.[ed] "Intellectual Property Rights in IETF Technology", work in progress: [draft-iprwg-technology-00.txt](#)

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11. Full copyright statement

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12. change log

note to RFC Editor - remove this section before publication

ver 00 to ver 01

misc grammar changes throughout text

sec 2.2 - add note about automatic disclaimers

sec 2.3a - add "or is sponsored by" remove "unlimited"

sec 2.3 B - reword to 'of a scope no wider than the license'

sec 2.4a - add deff of major contributor

sec 2.6 - 2nd paragraph from sec 5.4 moved here
sec 3 - truncate heading
sec 3.1 5th pp - add OR IS SPONSORED BY
sec 3.1.2 - new section with copyright notice for use where
derivative works right are withheld
sec 3.2 - added usage guidelines for boilerplates
sec 4.1 - add "intended by the contributor"
sec 4.6 - add "actual" before lifetime
sec 4.8 - reword
sec 5.3 - insert "standards" in front of "process" last pp - add
"with permission" phrase after "republish"
sec 5.4 - change "we require" to "the IETF requires"
sec 7/a - add PIBs
sec 8 - redo security considerations
sec 9.1 - remove IPR ID as normative reference
sec 9.2 - add IPR ID as informative reference
sec 12 - add changes section

