

IETF Rights in Submissions

[<draft-ietf-ipr-submission-rights-03.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. This memo updates [RFC 2026](#), and with RFC XXXY, replaces Section 10 of [RFC 2026](#). [note to RFC editor: replace XXXY with number of IETF IPR]

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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

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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. Sections [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 the IETF's current policy toward Contributions 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. 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 in any Contributions they make.

[2. Rights in IETF Submissions](#)

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[3.2](#) Notices re. Derivative Works and publication rights.

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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: (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. By submitting this Internet-Draft, I certify that any applicable patent or other IPR claims of

which I am aware have been disclosed in accordance with RFC XXXY.

- 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. By submitting this Internet-Draft, I certify that any applicable patent or other IPR claims of which I am aware have been disclosed in accordance with RFC XXXY.
- 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. By submitting this Internet-Draft, I certify that any applicable patent or other IPR claims of which I am aware have been disclosed in accordance with RFC XXXY.

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

The first statement is required for all documents that are submitted for Standards Track publication. The primary motivation is that 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 do not require that change control be ceded to the IETF. Basically, these documents convey information for the Internet community.

The third statement is used when the document's 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

"Contribution": in the context of this memo, a contribution to the IETF

is any submission intended by the contributor for publication as an

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- 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.

"IETF Standards Process": the activities undertaken by the IETF in any of the settings described in 4 above.

"Contributors": individuals submitting Contributions

"IETF Documents": RFCs and Internet-Drafts.

"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)

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"Reasonably and personally known": 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.

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

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- 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.

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[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.

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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

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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

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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.

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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
- [IETF IPR] Bradner, S.[ed] "Intellectual Property Rights in IETF Technology", 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. Acknowledgements

The editor would like to acknowledge the help of the IETF ipr Working Group and, in particular the help of Jorge Contreras of Hale and Dorr for his careful legal reviews of this and other IETF IPR-related and

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11. Editor's Address

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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

ver 01 to 02
abstract - add note about updating 2026
sec 3.2 - add patent pledge

ver 02 to 03
misc copy edits throughout document
sec 4 - "personally and reasonably known" - remove detail