

IETF Rights in Submissions

<[draft-ietf-ipr-submission-rights-04.txt](#)>

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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

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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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- 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.

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[4. Definitions](#)

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

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- 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,
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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.

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"IETF Documents": RFCs and Internet-Drafts.

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"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. Note that under [section 2.3\(a\)](#) the grant of rights as specified in this document is perpetual and irrevocable and thus survives the Secretariat's removal of an Internet-Draft from the public directory, except as limited by [section 2.3\(a\)\(B\)](#). (See [[RFC 2026](#)] sections [2.2](#) and 8)

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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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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.

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8 Security Considerations

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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 process documents.

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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

ver 03 to 04

sec 4 - added note to the definition of Internet-Draft

