

IETF Rights in Submissions

[<draft-ietf-ipr-submission-rights-04.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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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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which I am aware have been disclosed in accordance with RFC XXXY.

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- 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

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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,
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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.

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

"Contributors": individuals submitting Contributions

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[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

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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

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Work", <http://www.wipo.int/treaties/ip/berne/index.html>

10. Acknowledgements

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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