

IETF Rights in Contributions

[<draft-ietf-ipr-submission-rights-05.txt>](#)

Status of this Memo

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Abstract

The IETF policies about rights in Contributions to the IETF are designed to ensure that such Contributions can be made available to the IETF and Internet communities while permitting the authors to retain as many rights as possible. This memo details the IETF policies on rights in Contributions 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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Table of Contents

Status of this Memo.....	1
Abstract.....	1
1. Definitions	1
2. Introduction.....	1

3.	Rights in IETF Contributions.....	1
3.1	General Policy.....	1
3.2	Confidentiality Obligations.....	1
3.3	Granting of Rights and Permissions.....	1
3.4	Representations and Warranties.....	1
3.5	No Duty to Publish.....	1
3.6	Trademarks.....	1
4.	Rights in RFC Editor Contributions.....	1
4.1	Requirements from Section 3.....	1
4.2	Granting of Rights and Permissions.....	1
5.	Notices Required in IETF Documents.....	1
5.1	IPR Disclosure Acknowledgement.....	1
5.2	Derivative Works Limitation.....	1
5.3	Publication Limitation.....	1
5.4	Copyright Notice	1
5.5	Disclaimer	1
5.6	Exceptions.....	1
6.	Notices and Rights Required in RFC Editor Contributions.....	1
7.	Exposition of why these procedures are the way they are.....	1
7.1	Rights Granted in Contributions.....	1
7.2	Rights to use Contributed Material.....	1
7.3	Right to Produce Derivative Works.....	1
7.4	Rights to use Trademarks.....	1
7.5	Who Does This Apply To?.....	1
8.	Contributions Not Subject to Copyright.....	1
9.	Security Considerations.....	1
10.	References.....	1
10.1	Normative References.....	1
10.1	Informative References.....	1
11.	Acknowledgements.....	1
12.	Editor's Address.....	1
13.	Full copyright statement.....	1

[1.](#) Definitions

The following definitions are for terms used in the context of this document. Other terms, including "IESG," "ISOC," "IAB" and "RFC Editor," are defined in [[RFC 2028](#)].

- a. "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

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 - o the IETF plenary session,
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Statements made outside of an IETF session, 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 document.

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(See [\[RFC 2026\] Section 2.1](#))

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limited by [Section 3.3\(a\)\(C\)](#). (See [\[RFC 2026\]](#) Sections [2.2](#) and [8](#))

- h. "RFC Editor Internet-Drafts": Internet-Drafts that are RFC Editor Contributions.
- i. "IETF Documents": RFCs and Internet-Drafts except for Internet-Drafts that are RFC Editor Contributions and the RFCs that are published from them.
- j. "RFC Editor Documents": RFCs and Internet-Drafts that are RFC Editor Contributions and the RFCs that may be published from them.
- k. "Contribution": IETF Contributions and RFC Editor Contributions
- l. "Contributor": an individual submitting a Contribution
- m. "Reasonably and personally known": means something an individual knows personally or, because of the job the individual holds, would reasonably be expected to know.

[2.](#) 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 to the employer, either by operation of law or, in many cases, under contract. (The Berne Convention names some rights as "inalienable", which means that the author retains them in all cases.)

This document details the rights that the IETF requires in IETF Contributions and rights the IETF, as publisher of Internet-Drafts, requires in all such Drafts including RFC Editor Contributions. The RFC Editor may also define additional rights required for RFC Editor Contributions.

In order for works to be used within the IETF Standards Process or to be published as Internet-Drafts, 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.

[Section 1](#) gives definitions used in describing these policies. Sections [3](#), [4](#) and [5](#) of this document address the rights in Contributions previously covered by [Section 10 of \[RFC 2026\]](#) and the "Note Well" explanatory text presented at many IETF activities. Sections [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.

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
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- o rights to produce derivative works
- o rights to use trademarks

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- b. The Derivative Works Limitation described in [Section 5.2](#) (for specific types of Internet-Drafts only).
- c. The Publication Limitation described in [Section 5.3](#) (for specific types of Internet-Drafts only).
- d. The Copyright Notice described in [Section 5.4](#) (for all IETF Documents),
- e. The Disclaimer described in [Section 5.5](#) (for all IETF Documents),

5.1 IPR Disclosure Acknowledgement (required in all Internet-Drafts only)

"By submitting this Internet-Draft, I certify that any applicable patent or other IPR claims of which I am aware have been

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"other than to extract section XX as-is for separate use."

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These notices may not be used with any standards-track document or with most working group documents, except as discussed in [Section 7.3](#) below, since the IETF must retain change control over its documents and the ability to augment, clarify and enhance the original IETF Contribution in accordance with the IETF Standards Process.

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do not require that change control be ceded to the IETF. Basically, documents of this type convey information for the Internet community.

A fuller discussion of the rationale behind these requirements is contained in [Section 7.3](#) below.

[5.3](#) Publication Limitation

If the Contributor only wants the IETF Contribution to be made

Bradner

[Page 10]

Internet-Draft

IETF Rights in Submissions

June 2003

available as an Internet-Draft (i.e. does not want the IETF Contribution to be published as an RFC) then the Contributor may include the following notice in the Status of Memo section of the Internet-Draft.

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

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5.6 Exceptions.

Notwithstanding the provisions of this [Section 5](#), in certain limited cases an abbreviated notice may be placed on certain types of

Bradner

[Page 11]

Internet-Draft

IETF Rights in Submissions

June 2003

derivative works of IETF Documents in accordance with this [Section 5.6](#).

- a. in MIB modules, PIB modules and similar material commonly extracted from IETF Documents, the following abbreviated notice may be included in the body of the material that will be extracted in lieu of the notices otherwise required by [Section 5](#):

"Copyright (C) <year> The Internet Society. The initial version of this MIB module was published in RFC XXXX; For full legal notices see the RFC itself or see:

<http://www.ietf.org/copyrights/ianamib.html>."

Substitute "PIB" for "MIB" in the statement for PIB modules. In the case of MIB and PIB modules this statement should be placed in the DESCRIPTION clause of the MODULE-IDENTITY macro.

[note to RFC Editor - leave the "XXXX" in the above]

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- b. One of the following two copyright release statements:
 - A. "By submitting this Internet-Draft, I accept the provisions of [Section 3](#) of RFC XXXX."
 - B. "By submitting this Internet-Draft, I accept the provisions of [Section 4](#) of RFC XXXX."

[note to RFC Editor - replace XXXX above with the number of this RFC]

[7](#). Exposition of Why These Procedures Are the Way They Are

[7.1](#) Rights Granted in IETF Contributions

Bradner

[Page 12]

Internet-Draft

IETF Rights in Submissions

June 2003

The IETF/ISOC must obtain the right to publish an IETF 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 IETF 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 third parties translate it into languages other than English
- d. except where explicitly excluded (see [Section 5.2](#)), 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.

[7.2](#) 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 8](#) below regarding public domain documents), and IETF cannot make use of IETF 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 3.4](#) above. These assurances are requested, however, only to the extent of the Contributor's reasonable and personal knowledge. (See [Section 1\(m\)](#))

[7.3](#) Right to Produce Derivative Works

The IETF needs to be able to evolve IETF Documents in response to experience gained in the deployment of the technologies described in such IETF 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

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The right to produce derivative works is required for all IETF standards track documents and for most IETF 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 in order for an IETF working group to accept an IETF Contribution as a working group document or otherwise work on it. For non-working group IETF Contributions where the Contributor requests publication as a standards track RFC the right to produce derivative works must be granted before the IESG will issue an IETF Last-Call and, for most non-standards track non-working group IETF Contributions, before the IESG will consider the Internet-Draft for publication.

Occasionally a Contributor may not want to grant publication rights or the right to produce derivative works before finding out if an IETF Contribution has been accepted for development in the IETF Standards Process. In these cases the Contributor may include the Derivative Works Limitation described in [Section 5.2](#) and the Publication Limitation described in [Section 5.3](#) in their IETF Contribution. A working group can discuss the Internet-Draft with the aim to decide if it should become a working group document, even though the right to produce derivative works or to publish the IETF Contribution as a RFC has not yet been granted. If the IETF Contribution is accepted for development the Contributor must then resubmit the IETF Contribution without the limitation notices before a working group can formally adopt the IETF Contribution as a working group document.

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ensure the widest possible distribution of the material in RFCs.

In addition, IETF Documents frequently make normative references to standards or recommendations developed by other standards

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9. Security Considerations

This memo relates to IETF process, not any particular technology. There are security considerations when adopting any technology. But there are no known issues of security with IETF Contribution rights policies.

10. References

10.1 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](#)

10.2 Informative references

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

11. 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. The editor would also like to acknowledge the extensive help John Klensin provided during the development of the document.

12. Editor's Address

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13. Full copyright statement

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14. 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

Bradner

[Page 17]

Internet-Draft

IETF Rights in Submissions

June 2003

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

ver 04 to 06

added ToC
moved definitions to front
change "Submissions" to "Contributions"
change MIBs & PIBs to "MIB modules" and "PIB modules"
fixes to make sure MIB & PIB modules etc could be extracted
misc grammar edits through out document

sec 1 - rearranged definitions split IETF and RFC Editor
Documents & Contributions changed "Contribution" in rest of
document to be consistent with new definitions - added
section XX and YY as part of this split
sec 3.3 - (a) (B) break out translations from other derivative
works add (a) (E) remove (b) as redundant
sec 5 - reorganized