

IETF Rights in Contributions

[<draft-ietf-ipr-submission-rights-06.txt>](mailto:ietf-ipr-submission-rights-06.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 designation of the Internet Engineering Task Force or IETF, but solely to the extent of such participation.
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- c. "IETF Contribution": any submission to the IETF intended by the Contributor for publication as an Internet-Draft or RFC (except for RFC Editor Contributions described below) and any statement made within the context of an IETF Standards Process. Such statements include oral statements in IETF sessions, 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,
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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.

- d. "Internet-Draft": temporary documents used in the IETF and RFC Editor processes. Internet-Drafts are posted on the IETF web site by the IETF Secretariat and have a nominal maximum lifetime in the Secretariat's public directory of 6 months, after which they are removed. Note that Internet-Drafts are archived many places on the Internet, not all of these places remove expired Internet-Drafts. 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.
- e. "RFC": the basic publication series for the IETF. RFCs are published by the RFC Editor and once published are never modified. (See [\[RFC 2026\] Section 2.1](#))
- f. "RFC Editor Contribution": An Internet-Draft intended by the Contributor to be submitted to the RFC Editor for publication as an Informational or Experimental RFC but not intended to be part of the IETF Standards Process.
- g. "IETF Internet-Drafts": Internet-Drafts other than RFC Editor Contributions. Note that under [Section 3.3\(a\)](#) the grant of rights in regards to IETF Internet-Drafts 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

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- 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
- 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.

[3. Rights in IETF Contributions](#)

The following are the rights the IETF requires in all IETF Contributions:.

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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.

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No information or document that is subject to any requirement of confidentiality or any restriction on its dissemination may be

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[3.4](#) Representations and Warranties.

With respect to each Contribution, each Contributor represents that to the best of his or her knowledge and ability:

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Contributors, and each named co-Contributor, who claim trademark rights in terms used in their IETF Contributions are requested to state specifically what conditions apply to implementers of the technology relative to the use of such trademarks. Such statements should be submitted in the same way as is done for other intellectual property claims. (See [IETF IPR] [Section 6](#).)

4. Rights in RFC Editor Contributions

The following are the rights the IETF, as the publisher of Internet-Drafts, requires in all RDC Editor Contributions:

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All RFC Editor Contributions must meet the requirements of Sections 3.1, 3.2, 3.4, 3.5 and 3.6.

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5. Notices Required in IETF Documents

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Each IETF Document must include the required notices described in this [Section 5](#). The required notices are the following:

- a. The IPR Disclosure Acknowledgement described in [Section 5.1](#) (for Internet-Drafts only), and
- 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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5.2 Derivative Works Limitation

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In the cases of MIB or PIB modules and in other cases where the Contribution includes material that is meant to be extracted in order to be used, the following should be appended to statement 5.2 (a) or 5.2 (b):

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

Notice 5.2(a) is used if the Contributor intends for the Contribution to be published as a RFC. Notice 5.2(b) is used along with the Publication Limitation in [Section 5.3](#) when the Contributor does not intend for the Contribution to be published as a RFC.

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

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If the Contributor only wants the IETF Contribution to be made

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

Additional copyright notices are not permitted in IETF Documents except in the case where the document is the product of a joint development effort between the IETF and another standards development organization. Such exceptions must be approved on an individual basis by the IAB.

5.5 Disclaimer (required in all IETF Documents)

(Normally placed at the end of the IETF Document after the copyright notice.)

"This document and the information contained herein are provided on an "AS IS" basis and THE CONTRIBUTOR, THE ORGANIZATION HE/S HE REPRESENTS OR IS SPONSORED BY (IF ANY), THE INTERNET SOCIETY AND THE INTERNET ENGINEERING TASK FORCE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY THAT THE USE OF THE INFORMATION HEREIN WILL NOT INFRINGE ANY RIGHTS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE."

5.6 Exceptions.

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

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- a. in MIB modules, PIB modules and similar material commonly extracted from IETF Documents, except for material that is being placed under IANA maintenance, the following abbreviated notice shall 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. This version of this MIB module is part of RFC XXXX; see the RFC itself for full legal notices."

When the MIB or PIB module is the initial version of a module that is to be maintained by the IANA, the following abbreviated notice shall be included:

"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]

- 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.

6. Notices and Rights Required in RFC Editor Contributions

Since the IETF acts as publisher of Internet Drafts, even Internet Drafts not intended to become part of the Standards Process, the following are required in all such drafts to protect the IETF and its processes. The RFC Editor may require additional notices.

- a. An IPR Disclosure Acknowledgement, identical to that specified in [Section 5.1](#).
- 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](#)

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 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 Standards Process other than as noted in [Section 3.3](#) (E).

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.

The IETF has historically encouraged organizations to publish details of their technologies, even when the technologies are proprietary, 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 that feel this way can specify that an IETF Contribution can be published with the other rights granted under this document but may withhold the right to produce derivative works other than translations. The right to produce translations is required before any IETF Contribution can be published as a RFC to 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 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 RFCs so that the IETF community can have open access to them to better understand what they are referring to. In these cases the RFCs 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 IETF Contribution, as specified in [Section 5.2](#), in order to notify IETF participants about this restriction.

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[7.5](#) Who Does This Apply To?

Rights and licenses granted to the IETF are granted to all individuals noted in [Section 1](#)(a), 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.

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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 IETF Contribution were a proprietary document. We ask for these grants and representations only to the extent that the IETF Contribution may be protected. We believe they are necessary to protect the ISOC, the IETF, the IETF 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.

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

[RFC 2418] Bradner, S. (ed), "Working Group Guidelines and Procedures", [RFC 2518](#), September 1998

[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
- 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 05

- 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

ver 05 to 06
sec 5.6(a) - fix text