

## IETF Rights in Contributions

[<draft-ietf-ipr-submission-rights-07.txt>](mailto:ietf-ipr-submission-rights-07.txt)

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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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## [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.
- b. "IETF Standards Process": the activities undertaken by the IETF in



any of the settings described in 1(c) below.

- 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 activity. 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,
  - 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,
  - o the RFC Editor or the Internet-Drafts function (except for RFC Editor Contributions described below).

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 IETF 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, and 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 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. This wording is used to indicate that an organization cannot purposely keep an individual in the dark about patents or patent applications just to avoid the disclosure requirement. But this requirement should not be interpreted as requiring the IETF Contributor or participant (or his or her represented organization, if any) to perform a patent search to find applicable IPR.

## **[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](#), [5](#) and [6](#) 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 [7](#) and [8](#) 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 Standards 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:

#### [3.1 General Policy](#)





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.

### **3.2 Confidentiality Obligations**

No information or document that is subject to any requirement of confidentiality or any restriction on its dissemination may be submitted as a Contribution or otherwise considered in any part of the IETF Standards Process, and there must be no assumption of any confidentiality obligation with respect to any Contribution. Each Contributor agrees that any statement in a Contribution, whether generated automatically or otherwise, that states or implies that the Contribution is confidential or subject to any privilege, can be disregarded for all purposes, and will be of no force or effect.

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

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The following are the rights the IETF, as the publisher of Internet-Drafts, requires in all RFC 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.

### **4.2 Granting of Rights and Permissions**

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(A) to copy, publish, display and distribute the RFC Editor



Contribution as an Internet-Draft,

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The IETF requires that certain notices and disclaimers described in this [Section 5](#) be reproduced verbatim in all IETF Documents (including copies, derivative works and translations of IETF Documents, but subject to the limited exceptions noted in [Section 5.2](#)). This requirement protects IETF and its participants from liabilities connected with these documents. The copyright notice also alerts readers that the document is an IETF Document, and that ISOC claims copyright rights to certain aspects of the document, such as its layout, the RFC numbering convention and the prefatory language of the document. This legend is not intended to imply that ISOC has obtained ownership of the IETF Contribution itself, which is retained by the author(s) or remains in the public domain, as applicable.

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](#) (required in all Internet-Drafts).
- b. The Derivative Works Limitation described in [Section 5.2](#) (for specific IETF Documents 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 disclosed, and any of which I become aware will be disclosed, in accordance with RFC XXXY."

### **5.2 Derivative Works Limitation**

If the Contributor desires to eliminate the IETF's right to make modifications and derivative works of an IETF Contribution (other than translations), one of the two the following notices may be included in the Status of Memo section of an Internet-Draft and included in a published RFC:

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Notice 5.2(a) may be appropriate when republishing standards produced



by other (non-IETF) standards organizations, industry consortia or companies. These are typically published as Informational RFCs, and 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.

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"This document may only be posted as an Internet-Draft."

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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 such document is the product of a joint development effort between the IETF and another standards development organization or the document is a republication of the work of another standards 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



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## 5.6 Exceptions

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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:

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<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.

Variations of these abbreviated notices are not permitted except in cases where the material to be extracted is the product of a joint development effort between the IETF and another standards development organization or is a republication of the work of another standards organization. Such variations must be approved on an individual basis by the IAB.

[ 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 for Internet Drafts that are 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.





- e. the right to let third parties extract some logical parts, for example MIB modules

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



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### **9. Security Considerations**

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## **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-ietf-ipr-technology-rights-11.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**

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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

ver 06 to ver 07

- misc typos

