

## IETF Rights in Contributions

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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]

### Copyright Notice

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### Table of Contents

Status of this Memo .....	1
Abstract .....	1
<a href="#">1.</a> Definitions .....	1
<a href="#">2.</a> Introduction .....	1
<a href="#">3.</a> Rights in IETF Contributions .....	1
<a href="#">3.1.</a> General Policy .....	1
<a href="#">3.2.</a> Confidentiality Obligations .....	1
<a href="#">3.3.</a> Granting of Rights and Permissions .....	1
<a href="#">3.4.</a> Representations and Warranties .....	1
<a href="#">3.5.</a> No Duty to Publish .....	1
<a href="#">3.6.</a> Trademarks .....	1
<a href="#">4.</a> Rights in RFC Editor Contributions .....	1
<a href="#">4.1.</a> Requirements from <a href="#">Section 3</a> .....	1
<a href="#">4.2.</a> Granting of Rights and Permissions .....	1
<a href="#">5.</a> Notices Required in IETF Documents .....	1
<a href="#">5.1.</a> IPR Disclosure Acknowledgement .....	1
<a href="#">5.2.</a> Derivative Works Limitation .....	1
<a href="#">5.3.</a> Publication Limitation .....	1
<a href="#">5.4.</a> Copyright Notice .....	1
<a href="#">5.5.</a> Disclaimer .....	1
<a href="#">5.6.</a> Exceptions .....	1
<a href="#">6.</a> Notices and Rights Required in RFC Editor Contributions .....	1
<a href="#">7.</a> Exposition of why these procedures are the way they are .....	1
<a href="#">7.1.</a> Rights Granted in IETF Contributions .....	1
<a href="#">7.2.</a> Rights to use Contributed Material .....	1
<a href="#">7.3.</a> Right to Produce Derivative Works .....	1
<a href="#">7.4.</a> Rights to use Trademarks .....	1
<a href="#">7.5.</a> Who Does This Apply To? .....	1
<a href="#">8.</a> Contributions Not Subject to Copyright .....	1
<a href="#">9.</a> Security Considerations .....	1
<a href="#">10.</a> References .....	1
<a href="#">10.1.</a> Normative References .....	1
<a href="#">10.2.</a> Informative References .....	1
<a href="#">11.</a> Acknowledgements .....	1
<a href="#">12.</a> Editor's Address .....	1
<a href="#">13.</a> Full Copyright Statement .....	1

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## 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] deals 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:

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- o rights to produce derivative works
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- 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).

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Bradner

[Page 10]

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Internet-Draft

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June 2004

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

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Bradner

[Page 11]

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June 2004

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

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- b. One of the following two copyright release statements:
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[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

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- 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

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## 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.

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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



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## 10. References

### 10.1. Normative References

[RFC 2026] Bradner, S., Ed, "The Internet Standards Process -- Revision 3", [BCP 9](#), [RFC 2026](#), October 1996.

[IETF IPR] Bradner, S., Ed, "Intellectual Property Rights in IETF Technology", [BCP 79](#), RFC XXXY, date [Note to RFC Editor: replace XXXY with the number of the [RFC 3668](#) replacement]

### 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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[Page 17]

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