IETF TRUST

Legal Provisions Relating to IETF Documents

Last Updated:	
---------------	--

1. <u>Background</u>

The IETF Trust was formed on December 15, 2005, for, among other things, the purpose of acquiring, holding, maintaining and licensing certain existing and future intellectual property used in connection with the Internet standards process and its administration, for the advancement of science and technology associated with the Internet and related technology. Accordingly, pursuant to RFC [Incoming], Contributors to the IETF Standards Process grant the IETF Trust certain licenses with respect to their Contributions. In RFC [Outbound], the IETF Community has provided the IETF Trust with guidance regarding licenses that the IETF Trust should grant to others with respect to such Contributions and IETF Documents. This document describes the rights and licenses that the IETF Trust grants to others with respect to such Contributions and IETF Documents; as well as certain restrictions, limitations and notices relating to IETF Documents. Capitalized terms used in this document that are not otherwise defined have the meanings set forth in RFC [Incoming].

2. Licenses to IETF Documents.

The licenses granted pursuant to this document [need stable reference?] apply only with respect to IETF Documents published after the publication of RFC [Incoming].

- a. License For Use Within the IETF Standards Process. The IETF Trust hereby grants to each participant in the IETF Standards Process, to the greatest extent that it is permitted to do so, a non-exclusive, royalty-free, worldwide right and license under all copyrights and rights of authors:
- i. to copy, publish, display and distribute IETF Contributions and IETF Documents, in whole or in part, as part of the IETF Standards Process, and
- ii. to translate IETF Contributions and IETF Documents, in whole or part, into languages other than English as part of the IETF Standards Process, and
- iii. unless explicitly disallowed in the notices contained in an IETF Document (as specified in Section 6.b below), to modify or prepare derivative works of such IETF Document, in whole or in part, as part of the IETF Standards Process.
- b. *IETF Standards Process*. The term IETF Standards Process has the meaning assigned to it in [Incoming]. In addition, the IETF Trust interprets the IETF Standards Process to include the archiving of IETF Documents in perpetuity for reference in support of IETF activities and the implementation of IETF standards and specifications.
- c. Licenses For Use Outside the IETF Standards Process. The IETF Trust hereby grants to each person who wishes to exercise such rights, to the greatest extent that it is permitted

to do so, a non-exclusive, royalty-free, worldwide right and license under all copyrights and rights of authors:

- i. to copy, publish, display and distribute IETF RFCs in full and without modification,
- ii. to translate IETF RFCs into languages other than English, and to copy, publish, display and distribute such translated IETF RFCs in full and without modification,
- iii. to copy, publish, display and distribute unmodified portions of IETF RFCs (other than Code Components, as defined in Section 3.a below) and translations thereof, provided that:
- (x) each such portion is clearly attributed to IETF and identifies the RFC from which it is taken,
- (y) all IETF legends, legal notices and indications of authorship contained in the original IETF RFC must also be included where any substantial portion of the text of an IETF RFC, and in any event where more than one-fifth of such text, is reproduced in a single document or series of related documents.
- d. *Licenses that are not Granted*. For the avoidance of doubt, and without limitation, the following licenses are not granted pursuant to this document:
- i. any license to modify IETF RFCs or portions thereof (other than to make translations or to use Code Components as permitted under the licenses granted under Section 3 of this document) in any context outside the IETF Standards Process,
- ii. any license to publish, display or distribute IETF Documents other than IETF RFCs (such as Internet-Drafts) outside the IETF Standards Process,
- iii. any license to publish, display or distribute IETF RFCs without the required legends and notices described in this document.
- e. Requesting Additional Rights. Anyone who wishes to request license rights from the IETF Trust in addition to those granted under this document may submit such request to trustees@ietf.org. Such request will be considered by the IETF Trust, which will make a decision regarding the request in its sole discretion and inform the requester of its disposition. In addition, individual Contributors may be contacted regarding licenses to their IETF Contributions. The IETF Trust does not limit the ability of Contributors to license their IETF Contributions, so long as those licenses do not affect the rights granted to the IETF Trust under [Incoming].
- f. *Termination*. The IETF Trust may terminate any license granted under Section 2 of this document if the licensee has, in the judgment of the IETF Trust, materially breached the terms of such license. For the avoidance of doubt, such right to terminate does not apply to licenses granted under Section 3 with respect to Code Components.

3. License to Code Components.

- a. *Definition*. IETF RFCs often include components intended to be directly processed by a computer ("Code Components"). Such Code Components within IETF RFCs include, but are not limited to:
 - o ABNF definitions
 - o ASN.1 modules
 - o ASN.1 structures
 - o Management Information Base (MIB) modules
 - o TLS presentation syntax
 - o eXternal Data Representation (XDR)
 - o Extensible Markup Language (XML) Schemas
 - o XML DTDs
 - o XML RelaxNG definitions
 - o tables of values
 - o algorithms described in pseudocode
 - o classical programming code

For ease of reference, Code Components in IETF RFCs may be designated by [LABEL].

b. *License*. Code Components are hereby licensed to each person who wishes to receive such a license on the terms of the "BSD License" (see www.opensource.org/licenses), as follows:

Copyright (c) < YEAR>, IETF Trust and [the authors listed in the associated RFC]. All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

- Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- Neither the name of Internet Society, IETF or IETF Trust, nor the names of specific contributors, may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

4. Applicability of this Document.

- a. The licenses granted pursuant to this document apply only with respect to IETF Documents published after the publication of RFC [Incoming].
- b. IETF Documents published prior to that date ("<u>Pre-Existing IETF Documents</u>") remain subject to the licensing provisions of the IETF copyright policy document in effect at the time of their publication, including RFCs 1310, 1602, 2026, 3978 and 4748.
- c. In most cases, rights to Pre-Existing IETF Documents that are not expressly granted under these RFCs can only be obtained by requesting such rights directly from the document authors. The IETF Trust and the Internet Society do not become involved in making such requests to document authors.
- d. This document may be amended from time to time by the IETF Trust in a manner consistent with the guidance provided by the IETF community and its own operating procedures. Any amendment to this document shall be posted at www.ietf.org/trust and shall become effective ten days following its posting. Such amendment shall apply with respect to all IETF Contributions made and IETF Documents published following its effectiveness. All prior versions of this document shall continue to be posted at www.ietf.org/trust for reference with respect to documents as to which they may apply.

5. License Limitations.

- a. *No Patent License*. The licenses granted under this document shall not be deemed to grant any right under any patent, patent application or similar intellectual property right.
- b. *Supersedure*. The terms of any license granted under this document may be superseded by a written agreement between the IETF Trust and the licensee that specifically references and supersedes the relevant provisions of this document, except that (i) the IETF Trust shall in no event be authorized to grant rights with respect to any Contribution in excess of those which it has been granted by the Contributor, and (ii) the rights granted shall not be less than those otherwise granted under this document.
- 6. <u>Text To Be Included in IETF Documents</u>. The following text must be included in each IETF Document as specified below:
- a. General Notice for Internet-Drafts. The following text must appear [at the beginning] of each Internet-Draft:

This Internet-Draft is submitted to IETF pursuant to, and in full conformance with, the provisions of [BCP 78 and 79].

b. Derivative Works and Publication Limitations. If the Contributor desires to limit the right to make modifications and derivative works of a Contribution, or to limit its publication, one of the following notices Must be included in the "Notices" section of an Internet-Draft and, if published as an RFC, in the published RFC. These notices may not be used with any standards-track document, nor with most working group documents.

i. If the Contributor does not wish to allow modifications, but does wish to allow publication as an RFC:

This document may not be modified, and derivative works of it may not be created, except to format it for publication as an RFC and to translate it into languages other than English.

ii. If the Contributor does not wish to allow modifications nor to allow publication as an RFC:

This document may not be modified, and derivative works of it may not be created, and it may not be published except as an Internet-Draft.

c. *Copyright and License Notice*. The following notice must be contained at the beginning of each IETF Document (including RFCs and Internet-Drafts):

Copyright [year] IETF Trust and the [listed authors]. All rights reserved.

This document is subject to BCP 78 and [the IETF Trust's Legal Provisions Relating to IETF Documents]. Please review these documents carefully, as they describe your rights and restrictions with respect to this document.

- 7. <u>Terms Applicable to All IETF Documents</u>. The following legal terms apply to all IETF Documents:
- a. All IETF Documents and the information contained therein are provided on an "AS IS" basis and THE CONTRIBUTOR, THE ORGANIZATION HE/SHE REPRESENTS OR IS SPONSORED BY (IF ANY), THE INTERNET SOCIETY, THE IETF TRUST 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 THEREIN WILL NOT INFRINGE ANY RIGHTS OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- b. The IETF Trust takes no position regarding the validity or scope of any Intellectual Property Rights or other rights that might be claimed to pertain to the implementation or use of the technology described in any IETF Document or the extent to which any license under such rights might or might not be available; nor does it represent that it has made any independent effort to identify any such rights.
- c. Copies of Intellectual Property disclosures made to the IETF Secretariat and any assurances of licenses to be made available, or the result of an attempt made to obtain a general license or permission for the use of such proprietary rights by implementers or users of this specification can be obtained from the IETF on-line IPR repository at http://www.ietf.org/ipr.
- d. The IETF invites any interested party to bring to its attention any copyrights, patents or patent applications, or other proprietary rights that may cover technology that may be required to implement any standard or specification contained in an IETF Document. Please address the information to the IETF at ietf-ipr@ietf.org.

e. The definitive version of an IETF Document is that published by, or under the auspices of, the IETF. Versions of IETF Documents that are published by third parties, including those that are translated into other languages, should not be considered to be definitive versions of IETF Documents.

[Query - translation of this document? References to translated version?]