

IETF Rights in Contributions

Status of this Memo

This document specifies an Internet Best Current Practices for the Internet Community, and requests discussion and suggestions for improvements. Distribution of this memo is unlimited.

Copyright Notice

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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 3668](#), replaces Section 10 of [RFC 2026](#).

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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].

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- 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. "IETF Documents": RFCs and Internet-Drafts except for Internet-Drafts that are RFC Editor Contributions and the RFCs that are published from them.
- i. "RFC Editor Documents": RFCs and Internet-Drafts that are RFC Editor Contributions and the RFCs that may be published from them.
- j. "Contribution": IETF Contributions and RFC Editor Contributions.

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- l. "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 [RFC 3668] 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:

- 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.

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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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- 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)

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

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

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Notwithstanding the provisions of this [Section 5](#), in certain limited cases an abbreviated notice may be placed on certain types of derivative works of IETF Documents in accordance with this [Section 5.6](#).

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"Copyright (C) The Internet Society <year>. The initial version of this MIB module was published in RFC XXXX; for full legal notices see the RFC itself. Supplementary information may be available on <http://www.ietf.org/copyrights/ianamib.html>."

For other types of components than "MIB", substitute "MIB module" with an appropriate identifier. In the case of MIB and PIB modules this statement should be placed in the DESCRIPTION clause of the MODULE-IDENTITY macro.

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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.

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- b. One of the following two copyright release statements:
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 - B. "By submitting this Internet-Draft, I accept the provisions of [Section 4 of RFC 3667](#)."

7. Exposition of Why These Procedures Are the Way They Are

7.1. Rights Granted in IETF Contributions

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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\(1\)](#))

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.

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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 an RFC to ensure the widest possible distribution of the material in RFCs.

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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", [BCP 9](#), [RFC 2026](#), October 1996.
- [RFC 3668] Bradner, S., Ed., "Intellectual Property Rights in IETF Technology", [BCP 79](#), [RFC 3668](#), February 2004.

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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