

Network Working Group
Request for Comments: 2339
Category: Informational

The Internet Society
Sun Microsystems
May 1998

An Agreement Between the Internet Society,
the IETF, and Sun Microsystems, Inc.
in the matter of NFS V.4 Protocols

Status of this Memo

This memo provides information for the Internet community. It does not specify an Internet standard of any kind. Distribution of this memo is unlimited.

Copyright Notice

Copyright (C) The Internet Society (1998). All Rights Reserved.

Abstract

This Request for Comments records an agreement between Sun Microsystems, Inc. and the Internet Society to permit the flow of Sun's Network File System specifications into the Internet Standards process conducted by the Internet Engineering Task Force.

Note:

This RFC is NOT a standard. It is an official public record of an agreement between Sun Microsystems and the Internet Society. The referenced RFCs 1094 dated March 1989 ("NFS: Network File System Protocol Specification") and 1813 dated June 1995 ("NFS Version 3 Protocol Specification") are not attached to the document below, but are incorporated by reference.

AGREEMENT BETWEEN THE INTERNET SOCIETY,
THE IETF, AND SUN MICROSYSTEMS, INC.
IN THE MATTER OF NFS V.4 PROTOCOLS

This Agreement is made this 3rd day of March, 1998 by and between Sun Microsystems, Inc. ("Donor") and the Internet Society. In consideration of the mutual covenants and conditions set forth below, the parties hereto agree as follows:

1. License Grant. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and solely for the purpose specified in Paragraph 2 below, Donor hereby grants to the Internet Society ("Licensees" which, for the purposes of this Agreement, shall include the Internet Engineering Task Force ("IETF"), the IETF Secretariat, and their respective members, officers, employees, contractors and participating individuals) a cost-free, perpetual, non-exclusive, worldwide right and license under any copyrights owned or otherwise licensable by Donor, under any Sun patent rights that are essential to practice the Specification, and any other Sun intellectual property rights to use, reproduce, distribute, perform, display and prepare derivative works of the Specification, and to authorize others to do so. For the purposes of this Agreement, "Specification" means the technical specification described more fully in Exhibit A, which Donor will make available as the initial point for development of the specification for NFS Version 4 as described hereunder, together with any technical specifications based thereon developed by Licensees.

2. Statement of Purpose. The licenses granted in [Section 1](#) are granted for the sole purpose of seeking to make the Specification an Internet standard.

3. Evolution of the Specification. Donor further grants to Licensees a worldwide right and license to further evolve, develop and modify the Specification for the purpose of making the Specification an Internet Standard through the Internet Standardization Process (as specified in [RFC 2026](#)); Donor may not grant a license involving the Specification to any other party, including any standards group, that would authorize such party to evolve, develop, modify or promote the Specification as a standard. In particular, Donor acknowledges that if it performs any evolution, development or modification of the Specification outside of the Internet Standardization Process, that this should be clearly indicated as being a non-standard development, and that no reference to the Internet Standards Process is allowed for any such Specification developed outside of the Internet Standards Process.

4. Non-Confidentiality. Donor hereby acknowledges that Licensees assume no obligation to maintain any confidentiality with respect to the Specification licensed hereunder. Licensees acknowledge that any rights not expressly granted herein are reserved by Donor. Donor represents that, to the best of its knowledge, there are no infringement claims against the Specification.

5. Future License. Donor hereby acknowledges that Licensees have no duty to publish or otherwise use or disseminate the Specification, including, in particular, an obligation to raise the Specification to the Internet standards-track. Provided that the Specification is elevated to "Proposed Standard" level within 24 months of the execution of this Agreement, Donor hereby agrees to license the Specification to others at no charge and otherwise under substantially similar terms as those granted to Licensee herein (with the exception that such use of the Specification by such Licensees shall be for purposes of implementing and complying with the Standard rather than for making the Specification an Internet Standard), so long as such licensees of the Specification implement and comply with the Internet standard. In the event the Specification is not elevated to "Proposed Standard" level within 24 months of the execution of this Agreement, then the license granted in [Section 3](#) of this agreement shall terminate.

6. DISCLAIMER OF WARRANTY. THE SPECIFICATION IS PROVIDED TO LICENSEES "AS IS", AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE. MERCHANTABILITY AND NONINFRINGEMENT ARE HEREBY DISCLAIMED.

7. LIMITATION OF LIABILITY. IN NO EVENT WILL DONOR BE LIABLE FOR ANY LOST REVENUE, PROFITS OR DATA, OR FOR DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE SPECIFICATION, EVEN IF DONOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Acknowledgment. Donor agrees to permit Licensees to use Donor's name and address to indicate the original source of the Specification.

9. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning its subject matter, and supersedes all prior written or oral agreements and discussions. All additions or modifications to this agreement must be made in writing and must be signed by an authorized representative of each party. If any term or condition of this Agreement is declared void or unenforceable as provided herein or by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The

parties agree to comply strictly with all applicable export control laws and regulations. Where no U.S. Federal law governs, this agreement will be governed by the law of the State of California without reference to its conflict of laws provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

| | | | |
|---------------|---------------|------|--------------|
| Signature /S/ | Rich Green | Date | 3 March 1998 |
| Name | Rich Green | | |
| Title | VP Solaris | | |
| | SunSoft, Inc. | | |

| | | | |
|---------------|---|------|--------------|
| Signature /S/ | Donald M. Heath | Date | 6 March 1998 |
| Name | Donald M. Heath | | |
| Title | President and CEO of the Internet Society | | |

Exhibit A The specifications embodied in RFCs 1094 and 1813, minus the portions of RFCs 1094 and 1813 that assume that NFS Version 2 and Version 3 operate over XDR and ONC RPC.* The control of ONC RPC program number 100003 (NFS) for the purpose of generating Version numbers 4 and onward.

*Note: ISOC already has a license to use XDR and ONC RPC (see IETF [RFC 1790](#)), and thus may determine whether or not to create an NFS Version 4 that uses XDR and/or ONC RPC.

Security Considerations

Since this document records an agreement rather than describes a technology security is not directly effected but, that said, one of the aims of an IETF NFS working group should be to ensure that a standards track NFS protocol has adequate security.

Editor's Address

Scott Bradner
Harvard University
1350 Mass Ave. Rm 876
Cambridge, MA 02138

Phone: +1 617 495 3864
EMail: sob@harvard.edu

Full Copyright Statement

Copyright (C) The Internet Society (1998). All Rights Reserved.

This document and translations of it may be copied and furnished to others, and derivative works that comment on or otherwise explain it or assist in its implementation may be prepared, copied, published and distributed, in whole or in part, without restriction of any kind, provided that the above copyright notice and this paragraph are included on all such copies and derivative works. However, this document itself may not be modified in any way, such as by removing the copyright notice or references to the Internet Society or other Internet organizations, except as needed for the purpose of developing Internet standards in which case the procedures for copyrights defined in the Internet Standards process must be followed, or as required to translate it into languages other than English.

The limited permissions granted above are perpetual and will not be revoked by the Internet Society or its successors or assigns.

This document and the information contained herein is provided on an "AS IS" basis and THE INTERNET SOCIETY AND THE INTERNET ENGINEERING TASK FORCE DISCLAIMS 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.