

Network Working Group
Request for Comments: 5378
BCP: 78
Obsoletes: 3978, 4748
Updates: 2026
Category: Best Current Practice

S. Bradner, Ed.
Harvard University
J. Contreras, Ed.
WilmerHale
November 2008

Rights Contributors Provide to the IETF Trust

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

Copyright (c) 2008 IETF Trust and the persons identified as the document authors. All rights reserved.

This document is subject to BCP 78 and the IETF Trust's Legal Provisions Relating to IETF Documents (<http://trustee.ietf.org/license-info>) in effect on the date of publication of this document. Please review these documents carefully, as they describe your rights and restrictions with respect to this document.

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 obsoletes RFCs 3978 and 4748 and, with BCP 79 and RFC 5377, replaces Section 10 of RFC 2026.

Table of Contents

1. Definitions	3
2. Introduction	5
2.1. No Retroactive Effect	5
3. Exposition of Why These Procedures Are the Way They Are	6
3.1. Rights Granted in Contributions	6
3.2. Rights to Use Contributions	6
3.3. Right to Produce Derivative Works	6
3.4. Rights to Use Trademarks	8
3.5. Contributions Not Subject to Copyright	8
3.6. Copyright in RFCs	9
4. Non-IETF Documents	9
5. Rights in Contributions	9
5.1. General Policy	9
5.2. Confidentiality Obligations	10
5.3. Rights Granted by Contributors to the IETF Trust	10
5.4. Sublicenses by the IETF Trust	11
5.5. No Patent License	11
5.6. Representations and Warranties	11
5.7. No Duty to Publish	12
5.8. Trademarks	12
5.9. Copyright in RFCs	12
5.10. Contributors' Retention of Rights	12
6. Legends, Notices and Other Standardized Text in IETF Documents	13
7. Security Considerations	13
8. References	14
8.1. Normative References	14
8.2. Informative References	14
9. Acknowledgments	15
10. Changes since RFC 3978	15
11. Declaration from the IAB	16

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 [RFC2028].

- a. "Contribution": any submission to the IETF intended by the Contributor for publication as all or part of an Internet-Draft or RFC (except for RFC Editor Contributions described in [Section 4](#) 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, that are addressed to:

- o the IETF plenary session,
- o any IETF working group or portion thereof,
- o any Birds of a Feather (BOF) session,
- 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, as described in [Section 4](#) 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.

- b. "Contributor": an individual submitting a Contribution.
- c. "Indirect Contributor": any person who has materially or substantially contributed to a Contribution without being personally involved in its submission to the IETF.
- d. "Copyright": the legal right granted to an author in a document or other work of authorship under applicable law. A "copyright" is not equivalent to a "right to copy". Rather a copyright encompasses all of the exclusive rights that an author has in a work, such as the rights to copy, publish, distribute and create derivative works of the work. An author often cedes these rights to his or her employer or other parties as a condition of employment or compensation.
- e. "IETF": in the context of this document, the IETF includes all individuals who participate in meetings, working groups, mailing lists, functions, and other activities that are organized or

initiated by ISOC, the IESG, or the IAB under the general designation of the Internet Engineering Task Force (IETF), but solely to the extent of such participation.

- f. "IETF Documents": RFCs and Internet-Drafts that are used in the IETF Standards Process as defined in 1(g). This is identical to the "IETF stream" defined in [RFC4844].
- g. "IETF Standards Process": the activities undertaken by the IETF in any of the settings described in 1(a) above.
- h. "IETF Trust": a trust established under the laws of the Commonwealth of Virginia, USA, in order to hold and administer intellectual property rights for the benefit of the IETF.
- i. "Internet-Draft": temporary documents used in the IETF Standards Process. Internet-Drafts are posted on the IETF web site by the IETF Secretariat. As noted in [Section 2.2 of RFC 2026](#), Internet-Drafts have a nominal maximum lifetime of six months in the IETF Secretariat's public directory.
- j. "Legend Instructions": the standardized text that is maintained by the IETF Trust and is included in IETF Documents and the instructions and requirements for including that standardized text in IETF Documents. The text and instructions are posted from time to time at <http://trustee.ietf.org/license-info>.
- k. "RFC": the publication series used by the IETF among others. RFCs are published by the RFC Editor. Although RFCs may be superseded in whole or in part by subsequent RFCs, the text of an RFC is not altered once published in RFC form. (See [\[RFC2026\] Section 2.1.](#))
- l. "Reasonably and personally known": 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 certain information just to avoid the disclosure requirement.
- m. "Non-IETF documents": Internet-Drafts that are submitted to the RFC Editor independently of the IETF Standards Process. (See [Section 4.](#))

2. Introduction

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.

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.)

In order for Contributions to be used within the IETF Standards Process, including when they are published as Internet-Drafts or RFCs, certain limited rights must be granted to the IETF Trust, which then grants the necessary rights to the IETF. In addition, Contributors must make representations to the IETF Trust and the IETF regarding their ability to grant these rights.

[Section 1](#) provides definitions used in these policies. [Sections 3](#) and [4](#) of this document explain the rationale for these provisions. [Sections 1, 2, 5, and 6](#) of this document are normative, the other sections are informative. [RFC 3979 \(BCP 79\) \[RFC3979\]](#) deals with rights, including possible patent rights, in technologies developed or specified as part of the IETF Standards Process. This document is not intended to address those issues. This memo obsoletes RFCs [3978 \[RFC3978\]](#) and [4748 \[RFC4748\]](#) and, with [RFC 3979 \(BCP 79\)](#) and [\[RFC5377\]](#), replaces [Section 10 of RFC 2026 \[RFC2026\]](#).

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 Trust [\[RFC4371\]](#) in any Contributions they make.

2.1. No Retroactive Effect

This memo does not retroactively obtain additional rights from Contributions that predate the date that the IETF Trust announces the adoption of these procedures.

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

3.1. Rights Granted in Contributions

The IETF Trust and the IETF 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 IETF Contributions in the IETF Standards Process and potentially elsewhere.

The authors retain all other rights, but cannot withdraw the above rights from the IETF Trust and the IETF.

It is important to note that under this document, Contributors are required to grant certain rights to the IETF Trust (see [Section 5.3.](#)), which holds all IETF-related intellectual property on behalf of the IETF community. The IETF Trust will, in turn, grant a sublicense of these rights to all IETF participants for use in the IETF Standards Process (see [Section 5.4.](#)). This sublicense is necessary for the standards development work of the IETF to continue. In addition, the IETF Trust may grant certain other sublicenses of the rights that it is granted under this document. In granting such other sublicenses, the IETF Trust will be guided and bound by documents such as [[RFC5377](#)].

3.2. Rights to Use Contributions

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 because, under the laws of most countries and applicable international treaties, copyright rights come into existence when a work of authorship is created (but see [Section 3.5](#) below regarding public domain documents), and the IETF cannot make use of IETF Contributions if it does not have sufficient rights with respect to these copyright rights. The IETF and its participants would run a greater risk of liability to the owners of these rights without this assurance. To this end, the IETF asks Contributors to give the assurances in [Section 5.6](#) below. These assurances are requested, however, only to the extent of the Contributor's reasonable and personal knowledge. (See [Section 1\(1\).](#))

3.3. 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. The IETF may also decide to permit others to develop derivative works based on Contributions. 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 that the right to produce translations is required before any Contribution can be published as an RFC, to ensure the widest possible distribution of the material in RFCs. The right to produce derivative works, in addition to translations, 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 a Contribution as a working group document or otherwise work on it. For non-working group Contributions where the Contributor requests publication as a Standards Track RFC, the right to produce derivative works must be granted before the IESG will issue an IETF Last Call and, for most non-Standards Track, non-working group Contributions, before the IESG will consider the Internet-Draft for publication. Occasionally a Contributor may not want to grant publication rights or the right to produce derivative works before finding out if a Contribution has been accepted for development in the IETF Standards Process. In these cases, the Contributor may include a limitation on the right to make derivative works in the form specified in the Legend Instructions. A working group can discuss the Contribution with the aim to decide if it should become a working group document, even though the right to produce derivative works or to publish the Contribution as an RFC has not yet been granted. However, if the Contribution is accepted for development, the Contributor must resubmit the Contribution without the limitation notices before a working group can formally adopt the Contribution as a working group document. The IETF Trust may establish different policies for granting sublicenses with respect to different types of Contributions and content within Contributions (such as executable code versus descriptive text or references to third-party materials). The IETF Trust's policies concerning the granting of sublicenses to make derivative works will be guided by RFC [\[RFC5377\]](#).

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 possibly claim that the IETF version is the "new version" of the

organization's technology. Organizations that feel this way can specify that a Contribution be published with the other rights granted under this document but may withhold the right to produce derivative works other than translations.

In addition, IETF Documents frequently make normative references to standards or recommendations developed by other standards organizations. Since the publications of some standards organizations are not public documents, it can be quite helpful to the IETF to republish, with the permission of the other standards organization, some of these documents as RFCs so that the IETF community can have open access to them to better understand what they are referring to. In these cases, the RFCs can be published without the right for the IETF to produce derivative works. In both of the above cases, in which the production of derivative works is excluded, the Contributor must include a special legend in the Contribution, as specified in the Legend Instructions, in order to notify IETF participants about this restriction.

3.4. Rights to Use Trademarks

Contributors may wish to seek trademark or service mark protection on any terms that are coined or used in their Contributions. The IETF makes no judgment about the validity of any such trademark rights. However, the IETF requires each Contributor, under the licenses described in [Section 5.3](#) below, to grant the IETF Trust a perpetual license to use any such trademarks or service marks solely in exercising rights to reproduce, publish, discuss, and modify the IETF Contribution. This license does not authorize the IETF or others to use any trademark or service mark in connection with any product or service offering.

3.5. Contributions Not Subject to Copyright

Certain documents, including those produced by the U.S. government and those which are in the public domain, may not be protected by the same copyright and other legal rights as other documents. Nevertheless, we ask each Contributor to grant to the IETF the same rights he or she would grant, and to make the same representations, as though the IETF Contribution were protected by the same legal rights as other documents, and as though the Contributor could be able to grant these rights. We ask for these grants and representations only to the extent that the Contribution may be protected. We believe they are necessary to protect the ISOC, the IETF Trust, the IETF, the IETF Standards Process, and all IETF participants, and because the IETF does not have the resources or wherewithal to make any independent investigation as to the actual proprietary status of any document submitted to it.

3.6. Copyright in RFCs

As noted above, Contributors to the IETF (or their employers) retain ownership of the copyright in their Contributions. This includes Internet-Drafts and all other Contributions made within the IETF Standards Process (e.g., via e-mail, oral comment, and otherwise). However, it is important that the IETF (through the IETF Trust) own the copyright in documents that are published as RFCs (other than Informational RFCs and RFCs that are submitted as RFC Editor Contributions). Ownership of the copyright in an RFC does not diminish the Contributors' rights in their underlying contributions, but it does prevent anyone other than the IETF Trust (and its licensees) from republishing or modifying an RFC in RFC format. In this respect, Contributors are treated the same as anybody else: though they may extract and republish their own Contributions without limitation, they may not do so in the RFC format used by the IETF. And while this principle (which is included in [Section 5.9](#) below) may appear to be new to the IETF, it actually reflects historical practice and has been observed for many years through the inclusion of an ISOC or IETF Trust copyright notice on all RFC documents since the publication of [RFC 2026](#).

4. Non-IETF Documents

This document only relates to Contributions made as part of the IETF Processes. Other documents that are referred to as Internet-Drafts and RFCs may be submitted to and published by the RFC Editor independently of the IETF Standards Process. Such documents are not covered by this document, unless the controlling entity for that document stream, as described in [[RFC4844](#)] chooses to apply these rules. Non-IETF Contributions must be marked appropriately as described in the Legend Instructions. See the RFC Editor web page for information about the policies concerning rights in RFC Editor Documents; for other document streams, the controlling entity must be contacted. See [Section 11](#) for a declaration from the IAB on this matter.

5. Rights in Contributions

5.1. General Policy

By submission of a Contribution, each person actually submitting the Contribution and each named co-Contributor is deemed to have read and understood the rules and requirements set forth in this document. Each Contributor is deemed, by the act of submitting a Contribution, to enter into a legally-binding agreement to comply with the terms and conditions set forth in this document.

The Contributor is further deemed to have agreed that he/she has obtained the necessary permissions to enter into such an agreement from any party that the Contributor reasonably and personally knows may have rights in the Contribution, including, but not limited to, the Contributor's sponsor or employer.

No further acknowledgment, signature, or other action is required to bind a Contributor to these terms and conditions. The operation of the IETF and the work conducted by its many participants is dependent on such agreement by each Contributor, and each IETF participant expressly relies on the agreement of each Contributor to the terms and conditions set forth in this document.

5.2. 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.

5.3. Rights Granted by Contributors to the IETF Trust

To the extent that a Contribution or any portion thereof is protected by copyright or other rights of authorship, the Contributor and each named co-Contributor grant a perpetual, irrevocable, non-exclusive, royalty-free, world-wide, sublicensable right and license to the IETF Trust under all such copyrights and other rights in the Contribution:

- a. to copy, publish, display, and distribute the Contribution, in whole or in part,
- b. to prepare translations of the Contribution into languages other than English, in whole or in part, and to copy, publish, display, and distribute such translations or portions thereof,
- c. to modify or prepare derivative works (in addition to translations) that are based on or incorporate all or part of the Contribution, and to copy, publish, display, and distribute such derivative works, or portions thereof unless explicitly disallowed in the notices contained in a Contribution (in the form specified by the Legend Instructions), and

- d. to reproduce any trademarks, service marks, or trade names which are included in the Contribution solely in connection with the reproduction, distribution, or publication of the Contribution and derivative works thereof as permitted by this [Section 5.3](#), provided that when reproducing Contributions, trademark and service mark identifiers used in the Contribution, including TM and (R), will be preserved.

5.4. Sublicenses by the IETF Trust

The IETF Trust will sublicense the rights granted to it under [Section 5.3](#) to all IETF participants for use within the IETF Standards Process. This license is expressly granted under a license agreement issued by the IETF Trust, which can be found at <http://trustee.ietf.org/license-info>.

This license is expressly granted under a license agreement issued by the IETF Trust and must contain a pointer to the full IETF Trust agreement.

In addition, the IETF Trust may grant additional sublicenses of the licenses granted to it hereunder. In doing so, the IETF Trust will comply with the guidance provided under [RFC 5377](#) [[RFC5377](#)].

5.5. No Patent License

The licenses granted in [Section 5.3](#) shall not be deemed to grant any right under any patent, patent application, or other similar intellectual property right disclosed by the Contributor under [BCP 79](#) [[RFC3979](#)] or otherwise.

5.6. Representations and Warranties

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

- a. The Contribution properly acknowledges all Contributors, including Indirect Contributors.
- b. No information in the Contribution is confidential, and the IETF, IETF Trust, ISOC, and its affiliated organizations may freely disclose any information in the Contribution.
- c. There are no limits to the Contributor's ability to make the grants, acknowledgments, and agreements herein that are reasonably and personally known to the Contributor.

- d. The Contributor has not intentionally included in the Contribution any material that is defamatory or untrue or which is illegal under the laws of the jurisdiction in which the Contributor has his or her principal place of business or residence.
- e. All trademarks, trade names, service marks, and other proprietary names used in the Contribution that are reasonably and personally known to the Contributor are clearly designated as such where reasonable.

5.7. No Duty to Publish

The Contributor, and each named co-Contributor, acknowledges that the IETF has no duty to publish or otherwise use or disseminate any Contribution. The IETF reserves the right to withdraw or cease using any Contribution that does not comply with the requirements of this [Section 5](#).

5.8. Trademarks

Contributors who claim trademark rights in terms used in their IETF Contributions are requested to state specifically what conditions apply to implementers of the technology relative to the use of such trademarks. Such statements should be submitted in the same way as is done for other intellectual property claims. (See [\[RFC3979\]](#) [Section 6](#).)

5.9. Copyright in RFCs

Subject to each Contributor's (or its sponsor's) ownership of its underlying Contributions as described in [Section 5.6](#) (which ownership is qualified by the irrevocable licenses granted under [Section 5.3](#)), each Contributor hereby acknowledges that the copyright in any RFC in which such Contribution is included, other than an RFC that is an RFC Editor Contribution, shall be owned by the IETF Trust. Such Contributor shall be deemed to assign to the IETF Trust such Contributor's copyright interest in the collective work constituting

such RFC upon the submission of such RFC for publication, and acknowledges that a copyright notice acknowledging the IETF Trust's ownership of the copyright in such RFC will be included in the published RFC.

5.10. Contributors' Retention of Rights

Although Contributors provide specific rights to the IETF, it is not intended that this should deprive them of their right to exploit their Contributions. To underscore this principle, the IETF Trust is

directed to issue a license or assurance to Contributors, which confirms that they may each make use of their Contributions as published in an RFC in any way they wish, subject only to the restriction that no Contributor has the right to represent any document as an RFC, or equivalent of an RFC, if it is not a full and complete copy or translation of the published RFC.

6. Legends, Notices and Other Standardized Text in IETF Documents

The IETF requires that certain standardized text be reproduced verbatim in certain IETF Documents (including copies, derivative works, and translations of IETF Documents). Some of this standardized text may be mandatory (e.g., copyright notices and disclaimers that must be included in all RFCs) and some may be optional (e.g., limitations on the right to make derivative works). The text itself, as well as the rules that explain when and how it must be used, is contained in the Legend Instructions. The Legend Instructions may be updated from time to time, and the version of the standardized text that must be included in IETF Documents is that which was posted in the Legend Instructions on the date of publication.

The IETF reserves the right to refuse to publish Contributions that do not include the legends and notices required by the Legend Instructions.

It is important to note that each Contributor grants the IETF Trust rights pursuant to this document and the policies described herein. The legends and notices included in certain written Contributions such as Internet-Drafts do not themselves convey any rights. They are simply included to inform the reader (whether or not part of the IETF) about certain legal rights and limitations associated with such documents.

It is also important to note that 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 is a republication of the work of another standards development organization. Such exceptions must be approved on an individual basis by the IAB.

7. Security Considerations

This memo relates to the 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.

8. References

8.1. Normative References

- [RFC2026] Bradner, S., "The Internet Standards Process -- Revision 3", [BCP 9](#), [RFC 2026](#), October 1996.
- [RFC2028] Hovey, R. and S. Bradner, "The Organizations Involved in the IETF Standards Process", [BCP 11](#), [RFC 2028](#), October 1996.
- [RFC3979] Bradner, S., Ed., "Intellectual Property Rights in IETF Technology", [BCP 79](#), [RFC 3979](#), March 2005.
- [RFC4371] Carpenter, B., Ed., and L. Lynch, Ed., "[BCP 101](#) Update for IPR Trust", [BCP 101](#), [RFC 4371](#), January 2006.

8.2. Informative References

- [RFC3978] Bradner, S., Ed., "IETF Rights in Contributions", [BCP 78](#), [RFC 3978](#), March 2005.
- [RFC4748] Bradner, S., Ed., "[RFC 3978](#) Update to Recognize the IETF Trust", [BCP 78](#), [RFC 4748](#), October 2006.
- [RFC4844] Daigle, L., Ed., and Internet Architecture Board, "The RFC Series and RFC Editor", [RFC 4844](#), July 2007.
- [RFC5377] Halpern, J., Ed., "Advice to the Trustees of the IETF Trust on Rights to be Granted in IETF Documents", [RFC 5377](#), November 2008.
- [Berne] "Berne Convention for the Protection of Literary and Artistic Work", http://www.wipo.int/treaties/en/ip/berne/trtdocs_wo001.html.

9. Acknowledgments

The editors would like to acknowledge the help the IETF IPR Working Group provided during the development of the document.

10. Changes since RFC 3978

This document represents a significant reorganization and rewording of RFC 3978, along with a number of substantive changes.

The most basic change is to limit this document to the rights that a Contributor grants to the IETF Trust when making a Contribution. All sublicenses of rights for the use of IETF Documents must be provided by the IETF Trust. (See [Section 5.4.](#))

Material added from RFC 4748 that recognized the IETF Trust.

Most of the material relating to RFC Editor documents has been removed since the RFC Editor maintains their own rules and processes for RFC Editor documents. Renamed these documents to "non-IETF documents". Added [section 11](#) from the IAB discussing this topic.

Changes in the definitions section include defining the terms "Contribution", "Indirect Contributor", "Copyright", "IETF Trust", and "Legend Instructions", as well as minor tweaks to some of the other definitions.

The responsibility for the text of notices has been given to the IETF Trust and removed from this document. (See [Section 6.](#))

Clarified that Contributors enter into a legally binding contract when they submit a Contribution. (See [Section 5.1.](#))

The right to produce derivative works provided by the Contributor to the IETF Trust is not limited to being within the IETF Standards Process.

Made it clear that this document does not deal with patent licenses. (See [Section 5.5.](#))

Clarified the ownership of the Copyrights to IETF Documents. (See [Section 5.9.](#))

Clarified the rights retained by authors of IETF Contributions. (See [Section 5.10.](#))

11. Declaration from the IAB

The IAB discussed the IPR documents during its most recent call. It unanimously decided that the IAB stream is to be covered by the incoming IPR document. It is our understanding that IAB stream documents' IPR are then automatically covered by the outbound rights that the IETF Trust will establish based on the advice in [RFC5377].

We also want to stress that, for any change in the inbound rights for streams other than the IETF and IAB streams, there needs to be a stream-dependent discussion and approval process, as indicated in RFC 4844, "The RFC Series and RFC Editor" [RFC4844], section 4.2.3.

To that extent, section 4 of the document should explicitly mention that the IRTF, the Independent, and any possible future streams are not covered by the document.

For the IAB,

Olaf Kolkman
April 4, 2008

Editors' Addresses

Scott Bradner
Harvard University
29 Oxford St.
Cambridge MA, 02138 USA

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

Jorge L. Contreras
WilmerHale
1875 Pennsylvania Avenue NW
Washington, DC 20006 USA

Phone: +1 202 663 6872
EMail: jorge.contreras@wilmerhale.com