

IETF TRUST

IETF IPM Technical Legal Provisions 6.0 (Draft 3)

Legal Provisions Relating to IETF Documents

Effective Date: ~~March 25, 2015~~December 1, 2026 (proposed)

1. Background.

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, and for the advancement of science and technology associated with the Internet and related technology. Accordingly, pursuant to RFC 5378, Contributors ~~grant~~granted the IETF Trust certain licenses with respect to their IETF Contributions. ~~—In RFC 5377, the IETF Community has provided the IETF Trust with guidance regarding licenses that the IETF Trust should grant to others with respect to such IETF Contributions and IETF Documents. —These Legal Provisions describe The legal provisions of the IETF Trust described~~ the rights and licenses that the IETF Trust ~~grants~~was authorized to grant to others with respect to such IETF Contributions and IETF Documents; as well ~~as the authority to develop and enforce~~ certain restrictions, limitations and notices relating to IETF Documents. ~~These Legal Provisions~~The legal provisions of the IETF Trust also ~~apply~~applied to other document streams that ~~have~~ requested that the IETF Trust act as licensing administrator, ~~as described. The legal provisions of the IETF Trust, as carried over in Section 8 the IETF IPMC described~~ below, and the processes developed by the IETF Trust and now administered by the IPMC, are referred to in this document as the IETF Technical Legal Provisions. Capitalized terms used in ~~these Legal Provisions~~this document that are not otherwise defined have the meanings set forth in RFC XXXX (née RFC 5378-).

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The IETF Intellectual Property Management Corporation (IPMC) succeeded the IETF Trust and the copyrights assigned previously to the IETF Trust, as well as the other intellectual property held by the IETF Trust were transferred to the IPMC in February 2026. Shortly thereafter, the IETF IPMC released this updated Technical Legal Provisions version 6.0 carrying over the previous TLP 5.0 licensing terms with the updates necessary to recognize the succession from the IETF Trust to the IETF IPMC as the copyright holder and licensor.

References to “IETF Trust” in prior TLP versions and in notices within previously published IETF contributions and documents should be understood to now refer to the IETF IPMC. Questions related to those prior works should be directed to the IETF IPMC.

1.2 Changes from TLP 5.0

The IETF IPMC was recognized as the successor to the IETF Trust within the scope of IETF Intellectual Rights process documents including RFC 5378 and RFC 5377 by RFC XXXX including replacing the IETF IPMC as the recipient of the rights previously granted to the IETF Trust.

The IETF Trust website (trustee.ietf.org) will remain available as the source of information for prior TLP versions 1.0 through 5.0, which continue to apply to documents published before the Effective Date of this version of the Legal Provisions.

The IETF IPMC has established the IETF IPM website (www.ietf-ipm.org) as the new website to hold TLP 6.0 and beyond materials and documents.

1.3 License Terms Changes from TLP 5.0

No changes have been made to the licensing terms covered by this document, with the exceptions noted below in section 1.3.1, from TLP 5.0.

1.3.1 List of Changes from TLP 5.0

- a. The Independent Stream has been removed from this document to its own stream-specific document with new updated licensing terms to better accommodate derivative works.
- b. The Editorial Stream has been added to the list of streams whose rights and licensing is held by the IPMC and covered by this document.
- c. The IETF Trust has been replaced with the IETF IPMC in the text for required notices, boilerplate from TLP 5.0.

2. Applicability of these Legal Provisions.

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e. *IAB Document Stream.* ~~Pursuant to Section 11 of RFC 5378~~XXXX, the IAB requested, as of April 4, 2008, that the IETF Trust, now succeeded by the IETF IPMC, act as licensing administrator for the IAB Document Stream and that these Legal Provisions be applied to documents submitted and published in the IAB Document Stream following the Effective Date of RFC ~~5378~~XXXX. Section 4 of these Legal Provisions shall not apply to documents in the IAB Document Stream, and all references to Section 4 hereof shall be disregarded with respect to documents in the IAB Document Stream pursuant to RFC 5745 published on December 21, 2009.

f. *Independent Submission Stream.* ~~Pursuant to RFC 5744 published on December 17, 2009, the manager of the Independent Submission Stream has requested that the IETF Trust act as licensing administrator for the Independent Submission Stream and that these Legal Provisions be applied to documents submitted and published in the Independent Submission Stream following December 28, 2009. Section 4 of these~~The Legal Provisions shall not apply to documents in for the Independent Submission Stream, and all references to Section 4 hereof shall be disregarded with respect to documents instream are documented separately in another document published by the Independent Submission StreamIPMC.

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