

SIP Forum Copyrights and Trademark Rights in Contributions Policy

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Abstract

The SIP Forum policies about rights in Contributions to the SIP Forum are designed to ensure that such Contributions can be made available to the SIP Forum and to the SIP community while permitting the authors to retain as many rights as possible. This memo details the SIP Forum policies on rights in Contributions to the SIP Forum. It also describes the objectives that the policies are designed to meet, and the background behind this document.

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1 Preface

1.1 The Need for This Document

The SIP Forum will be establishing documents, called Recommendations, whose purposes are described in SIP Forum Recommendation [sf-admin-recommendation-recommendation-v10]. The process will solicit contributions from SIP Forum members who, for the most part, will not be acting as SIP Forum employees. Therefore a policy is required to identify the intellectual property rights considerations related to the contributions.

1.2 The Model for This Document

The process of creating SIP Forum Recommendations is designed by the SIP Forum to mirror in many ways the process used by the IETF, but adapted to the unique needs and constraints of the SIP Forum. The IETF has a well-understood policy document covering this topical area, which has been extensively revised over time to reflect both the needs of the IETF and the authors of IETF contributions. By the permission of the author of the IETF RFC on this matter, this document incorporates significant passages from the IETF document, modified to make changes relating to removing IETF-specific references, procedures, documents, and other similar organization-specific changes and a commensurate replacement with relevant SIP Forum references and organizations.

2 Definitions

The following definitions are for terms used in the context of this document.

1. "SIP Forum" (also "the Forum" herein): In the context of this document, the SIP Forum includes all individuals who participate in meetings, working groups, mailing lists, functions and other activities which are organized or initiated by the SIP Forum, but solely to the extent of such participation.
2. "SIP Forum Recommendations Process": the activities undertaken by the SIP Forum in any of the settings described below.
3. "SIP Forum Contribution": any written submission to the Forum (which may be in the form of an electronic communication and/or one or more attachments thereto) intended by the Contributor for publication as all or part of a Recommendation.
4. "Working Draft": temporary documents used in the Forum process. Working Drafts are posted on the SIP Forum web site by the SIP Forum or wiki and have a nominal maximum lifetime in the SIP Forum's public directory of 6 months, after which they are removed. Note that Working Drafts are archived many places on the Internet, and not all of these places remove expired Working Drafts. Working Drafts that are under active consideration by the Forum are not removed from the SIP Forum's public directory until that

consideration is complete. In addition, the author of a Working Draft or the chair of the relevant Working Group can request that the lifetime in the SIP Forum's public directory be extended before the expiration.

5. "Recommendation": the basic publication series for the SIP Forum. Recommendations may be modified, and modifications are indicated by a version number in the Recommendation number itself.
6. "SIP Forum Documents": Recommendations and Working Drafts.
7. "Contribution": SIP Forum Contributions.
8. "Contributor": an individual submitting a Contribution.
9. "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.
10. "SIP Forum Board": the duly-elected Board of Directors of the SIP Forum as it is constituted at the time an official action described herein is taken.

3 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 SIP Forum requires in SIP Forum Contributions and rights the SIP Forum, as publisher of Recommendations and Working Drafts, requires in all such SIP Forum Documents.

In order for works to be used within the SIP Forum Recommendations Process or to be published as SIP Forum Documents, certain limited rights in all Contributions must be granted to the SIP Forum. In addition, Contributors must make representations to the SIP Forum regarding their ability to grant these rights.

Section 2 gives definitions used in describing these policies. Sections 4 below and 5 below and of this document address the rights in Contributions.

Sections 6 and 7 then explain the rationale for these provisions.

A companion document [sf-draft-admin-batson-ipr-v.0.3] deals with rights in technologies developed or specified as part of the SIP Forum Recommendations Process. This document is not intended to address those issues.

The rights addressed in this document fall into the following categories:

- rights to make use of contributed material
- copyrights in SIP Forum documents
- rights to produce derivative works
- 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 SIP Forum in any Contributions they make.

4 Rights in SIP Forum Contributions

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

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2. No information in the Contribution is confidential and the SIP Forum and any affiliated organizations may freely disclose any information in the Contribution.
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6 Exposition of Why These Procedures Are the Way They Are

6.1 Rights Granted in SIP Forum Contributions

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The non-exclusive rights that the SIP Forum needs are:

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3. the right to let third parties translate it into languages other than English
4. except where explicitly excluded (see Section 5.2), the right to make derivative works within the SIP Forum process.
5. 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 SIP Forum.

6.2 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 7 below regarding public domain documents), and SIP Forum cannot make use of SIP Forum Contributions if it does not have sufficient rights with respect to these copyright rights, it is important that the SIP Forum receive assurances from all Contributors that they have the authority to grant the SIP Forum the rights that they claim to grant. Without this assurance, SIP Forum and its participants would run a greater risk of liability to the owners of these rights.

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The SIP Forum needs to be able to evolve SIP Forum Documents in response to experience gained in the deployment of the technologies described in such SIP Forum 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 SIP Forum must be able to produce derivatives of its documents; thus the SIP Forum must obtain the right from Contributors to produce derivative works. Note though that the SIP Forum only requires this right for the production of derivative works within the SIP Forum Recommendations Process. The SIP Forum does not need, nor does it obtain, the right to let derivative works be created outside of the SIP Forum Recommendations Process other than as noted in Section 4.3-1-e.

The right to produce derivative works is required for all SIP Forum standards track documents and for most SIP Forum non-standards track documents. There is one exception to this requirement: documents that are republications of the work of other standards organizations.

The right to produce derivative works must be granted in order for a SIP Forum working group to accept a SIP Forum Contribution as a working group document or otherwise work on it. For non-working group SIP Forum Contributions where

the Contributor requests publication as a standards track Recommendation the right to produce derivative works must be granted before the SIP Forum will issue a SIP Forum Last-Call and, for most non-standards track non-working group SIP Forum Contributions, before the SIP Forum will consider the Working Draft for publication.

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8 Security Considerations

This memo relates to SIP Forum process, not any particular technology. There are security considerations when adopting any technology, but there are no known issues of security with SIP Forum Contribution rights policies.

9 References

9.1 Normative References

[sf-admin-recommendation-recommendation-v10] Batson, J., "Recommendations Recommendation Policy V.1.0", July 2009.

[sf-draft-admin-batson-iprpolicy-v.0.3] Batson, J., "Intellectual Property Rights in SIP Forum Technology", February 2009.

[RFC2026] Bradner, S., "The Internet Standards Process -- Revision 3", BCP 9, RFC 2026, October 1996.

[RFC3738] Bradner, S., "IETF Rights in Contributions", BCP 78, RFC 3978, March 2005.

[RFC3979] Bradner, S., Ed, "Intellectual Property Rights in IETF Technology", BCP 79, RFC 3979, March 2005.

9.2 Informative References

[Berne] "Berne Convention for the Protection of Literary and Artistic Work", <http://www.wipo.int/edocs/trtdocs/en/wo/wo001en.htm>

10 Administrivia

10.1 Acknowledgements

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