

IETF Trust - Frequently Asked Questions Updated 12/2/2005 - lel

Note - this is explanatory text. Only the Trust Agreement itself is legally binding.

This FAQ will be updated as new questions reach the IAOC.

1. What is a Trust?

This is a private legal construct (in this case established under the laws of Virginia, USA) allowing assets (in this case, intellectual property rights and other property) to be held and administered for specific purposes (in this case, for the benefit of the IETF and hence the Internet standards process). A Trust is normally managed by a set of Trustees who are obliged to follow the terms of the Trust Agreement.

2. Why is the Trust established in America?

If it was elsewhere, there would be complex tax implications.

3. What is CNRI contributing?

Such rights as it may have in IETF trademarks, domain names, the logo, documents, archives, mailing lists and the like.

4. What is ISOC contributing?

Such rights as it may have in RFCs.

5. Why say "such rights as it may have"?

It is often unclear exactly which rights the parties may actually own and which may be owned by others. This language indicates that CNRI and ISOC are transferring all of their rights in the listed property, whatever those rights may be, to the IETF Trust.

As an example, contributors generally retain copyright in their original text, but the IETF claims rights in the final text derived from the original contribution. CNRI and ISOC cannot transfer rights they do not have.

6. What happens to the ISOC language in future RFCs?

This will be for the IETF to decide, probably in the IPR Working Group. As long as the existing language is used, see the next question.

7. What happens to the ISOC language in existing RFCs?

Nothing. However, the IETF Trust will in fact own ISOC's copyright in such documents (see question 4).

8. Will the Trust accept donations of IPR?

Yes, but only if the Trustees determine that this is in the interests of the IETF.

9. Why are the IAOC members the Trustees?

Because BCP 101 already gives the IASA the duty of managing the IETF's IPR.

10. Why is 501(c)(3) status mentioned?

Because it is strongly in the IETF's financial interest to ensure that the Trust does not create negative tax impact on ISOC or the Secretariat, and because the charitable language is a way to express the IETF's public service mission in legal terms.

11. What is 501(c)(3) status?

This refers to a particular section of US tax law under which certain not-for-profit organizations may be exempted from tax.

12. What expenses do you expect the Trust to incur?

Modest annual expenses for trademark registration, legal costs, and IT support. Responding to subpoenas can generate unexpected expense, but the IETF has always been exposed to that.

13. What expenses do you expect the Trustees to incur?

Normally, none, as the Trustees will have to meet for other purposes in their IAOC role.

14. What income might the Trust have?

None expected except for expenses defrayed by the IASA budget. Also see next question.

15. Will the Trust collect royalties?

Certainly not for normal public use of IETF Trust IPR including RFCs. It is not excluded to collect royalties if some specific commercial usage of IETF Trust IPR was requested that did not match IETF expectations of normal fair use within the IETF's agreed IPR rules. The Trustees will follow the IETF's wishes in this area.

16. What is the issue with successor organizations?  
Any such legal construct needs provisions for smooth transition.

17. Why are some historical data not available?  
Because these data are not readily accessible. For example, they may be stored on old backup media that cannot be immediately read on current equipment, or the costs of making them fully available cannot be justified.

18. How will the license provisions in Section 9.5 affect the contents of Standards related documents like RFCs and Internet Drafts.

The IETF IPR rules in force when such documents were published still apply and Section 9.5 has been updated to reflect community concerns about the effect of licensing terms. The new text reads:

"9.5 Licenses.

The Trust (acting through the Trustees) shall have the right to grant licenses for the use of the Trust Assets on such terms, subject to Section 7.1, as the Trustees deem appropriate; provided, however, that the Trust shall not grant any license that would be deemed a transfer of ownership or abandonment of any Trust Assets under applicable law. Specifically, any license granted by the Trust for the use of the Trust Assets consisting of IPR other than rights in IETF standards-related documents (such as RFCs, Internet Drafts and the like) that have been acquired by the Trust through non-exclusive licenses granted by their contributors pursuant to the IETF community-approved procedures currently set forth in RFC 3978, and any community-approved updates and revisions thereto, shall include provisions stating that (a) the licensee agrees to grant and assign to the Trust all right, title, and interest it may have or claim in any derivative works of licensee that are based on or incorporate the IPR, and (b) the licensee's use of the IPR and any goodwill associated therewith shall inure to the benefit of the Trust."

19. Which of the assets listed in Schedule A will be transferred when the IETF Trust is established? Will the Trustees publish an accounting of these assets?

All of the Marks, Domain Names, and Current Data listed in Schedule A will be transferred at closing. In addition, Historical Data that is currently available from available from the servers currently operated by or for the IETF Secretariat (i.e. data available on spinning disk) will also be transferred at closing. The Trustees will inventory all assets and provide a full accounting to the IETF community. Historical data which is currently in-accessible will be subject to the conditions outlined in sub-sections b-g. When and if additional data becomes available, those assets will transfer to the IETF Trust and will be added to the inventory.