



**I E T F<sup>®</sup>**

## **Amendment to IETF Trust License Agreement**

This Amendment # 1 (“Amendment”) amends the IETF Trust License Agreement (“Agreement”) dated as of August 27, 2018 (the “Agreement”) by and between the IETF Trust (“Licensor”), and IETF Administration LLC, a Delaware limited liability company (“Licensee”).

This Amendment #1 is effective as of 14 June 2021.

Licensor and Licensee agree as follows:

- 1. Sublicense Rights.** Licensor and Licensee agree to delete and replace Section 2.2 in its entirety as follows:

2.2 Licensee may sublicense any of its rights or obligations under this License Agreement without the prior written consent of Licensor, if Licensee reasonably believes that such a sublicense is required to perform the IETF Business. As between Licensee and Licensor, Licensee is fully responsible for each such sublicensee’s compliance with the applicable terms of this License Agreement, and Licensee shall be liable, without limitation, for all actions and omissions of such sublicensee and their performance or failure to perform as required hereunder. Licensee agrees to promptly notify Licensor of any express sublicenses it grants to third parties to use the following Licensed Marks: “IETF”, “INTERNET ENGINEERING TASK FORCE” and the “IETF diamond logo”.

- 2. Assignment.** The Parties agree to add the following after the last sentence of Section 3.

Licensee assigns to Licensor all Intellectual Property Rights it has now, or that it acquires during the term of the License Agreement, in all Assigned Materials (as set forth in Exhibit 1), provided that all such Assigned Materials are and will be “Licensed Materials” or “Marks”, as applicable, and are licensed to Licensee for use in the IETF Business, per the terms of this License Agreement. The Parties acknowledge and agree that Licensee is assigning any Intellectual Property Rights it has or develops in the Assigned Materials without any representations or warranties of any kind. “Intellectual Property Rights” means any and all rights in any jurisdiction throughout the world in and to any (a) works of authorship, whether copyrightable or not, including mask work rights, software, databases and compilations and all registered and unregistered copyrights, and (b) trademarks, service marks, logos, trade names, and other indicia of origin. If Licensee considers any of the Assigned Materials to be confidential for purposes of IETF Business, Licensor agrees it shall not license such confidential Assigned Materials to third parties without Licensee’s prior written consent. Licensee agrees to use reasonable efforts to mark or otherwise notify Licensor of such confidential nature. Further, Licensee shall have the unilateral right to deem that particular materials are not Assigned Materials if Licensee reasonably believes it is necessary to do so in order to protect attorney-client privilege or similar legal interest, or to comply with an applicable law, regulation, or judicial or administrative order.

- 3. Exhibit 1.**



**I E T F<sup>®</sup>**

- a. The Parties agree to delete "IETF Secretariat" from the Licensed Marks described in Exhibit 1.
- b. The Parties agree to add the following to Exhibit 1:

**Assigned Materials:**

Each of the following materials:

- a) All materials made available by Licensee to the public that relate to the IETF Business, whatever the means of such publication. This includes web page, badges, diagrams, photographs, audio recordings, video recordings, articles, and datasets.
  - b) Any IETF/IESG/IAB or subgroup, meeting (or interim meetings) materials produced as possible candidates for public distribution, even if currently unpublished. This includes minutes, transcripts, video recordings and photographs.
  - c) Any software (source code and configuration code) and related documentation, to the extent custom written for the IETF, and
  - d) Any ownership rights Licensee has in any of the Intellectual Property specifically described in Schedule A of Licensor's Trust agreement.
- c. For reference, a restated Exhibit 1 reflecting the totality of the changes is attached to this Amendment.
- 4. Agreement in Full Force and Effect as Amended.** Except as specifically amended by this Amendment #1, all of the terms and conditions of the License Agreement will remain in full force and effect and are reaffirmed and ratified by the parties in their entirety, and will apply to this Amendment. All references to the License Agreement in any other document or instrument will mean the License Agreement, as amended by this Amendment.

Agreed, effective as of the date written above:

**IETF Trust**

**IETF Administration LLC**

DocuSigned by:  
  
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Glenn Deen, IETF Trust Chair  
[chair@ietf-trust.org](mailto:chair@ietf-trust.org)



Jay Daley, IETF Executive Director  
[exec-director@ietf.org](mailto:exec-director@ietf.org)



## **EXHIBIT 1**

### **Marks:**

IETF  
INTERNET ENGINEERING TASK FORCE  
IETF diamond logo  
IETF-Related Domain Names including, but not limited to: ietf.org, irtf.org,  
iab.org, iesg.org

### **Licensed Materials:**

Each of the following materials to be used solely in, and to the extent reasonably necessary for, IETF Business:

- a) IETF-related databases of current participants and related information;
- b) current mailing lists and web pages;
- c) working group and IESG materials that are currently actively used;
- d) current Internet Drafts and
- e) any other materials, documents or intellectual property of Licensor reasonably needed for IETF Business. The Parties to this license acknowledge that this Exhibit may need to be amended from time to time during the term of license to accurately reflect the intellectual property used in connection with IETF Business.

### **Assigned Materials:**

Each of the following materials:

- a) All materials made available by Licensee to the public that relate to the IETF Business, whatever the means of such publication. This includes web page, badges, diagrams, photographs, audio recordings, video recordings, articles, and datasets.
- b) Any IETF/IESG/IAB or subgroup, meeting (or interim meetings) materials produced as possible candidates for public distribution, even if currently unpublished. This includes minutes, transcripts, video recordings and photographs.
- c) Any software (source code and configuration code) and related documentation, to the extent custom written for the IETF, and
- d) Any ownership rights Licensee has in any of the Intellectual Property specifically described in Schedule A of Licensor's Trust agreement.