An Agreement Between the Internet Society, 
the IETF, and Sun Microsystems, Inc. 
in the matter of NFS V.4 Protocols

Status of this Memo

This memo provides information for the Internet community. It does not specify an Internet standard of any kind. Distribution of this memo is unlimited.

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Abstract

This Request for Comments records an agreement between Sun Microsystems, Inc. and the Internet Society to permit the flow of Sun’s Network File System specifications into the Internet Standards process conducted by the Internet Engineering Task Force.

Note:

This RFC is NOT a standard. It is an official public record of an agreement between Sun Microsystems and the Internet Society. The referenced RFCs 1094 dated March 1989 ("NFS: Network File System Protocol Specification") and 1813 dated June 1995 ("NFS Version 3 Protocol Specification") are not attached to the document below, but are incorporated by reference.
AGREEMENT BETWEEN THE INTERNET SOCIETY,
THE IETF, AND SUN MICROSYSTEMS, INC.
IN THE MATTER OF NFS V.4 PROTOCOLS

This Agreement is made this 3rd day of March, 1998 by and between Sun Microsystems, Inc. ("Donor") and the Internet Society. In consideration of the mutual covenants and conditions set forth below, the parties hereto agree as follows:

1. License Grant. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and solely for the purpose specified in Paragraph 2 below, Donor hereby grants to the Internet Society ("Licensees" which, for the purposes of this Agreement, shall include the Internet Engineering Task Force ("IETF"), the IETF Secretariat, and their respective members, officers, employees, contractors and participating individuals) a cost-free, perpetual, non-exclusive, worldwide right and license under any copyrights owned or otherwise licensable by Donor, under any Sun patent rights that are essential to practice the Specification, and any other Sun intellectual property rights to use, reproduce, distribute, perform, display and prepare derivative works of the Specification, and to authorize others to do so. For the purposes of this Agreement, "Specification" means the technical specification described more fully in Exhibit A, which Donor will make available as the initial point for development of the specification for NFS Version 4 as described hereunder, together with any technical specifications based thereon developed by Licensees.

2. Statement of Purpose. The licenses granted in Section 1 are granted for the sole purpose of seeking to make the Specification an Internet standard.

3. Evolution of the Specification. Donor further grants to Licensees a worldwide right and license to further evolve, develop and modify the Specification for the purpose of making the Specification an Internet Standard through the Internet Standardization Process (as specified in RFC 2026); Donor may not grant a license involving the Specification to any other party, including any standards group, that would authorize such party to evolve, develop, modify or promote the Specification as a standard. In particular, Donor acknowledges that if it performs any evolution, development or modification of the Specification outside of the Internet Standardization Process, that this should be clearly indicated as being a non-standard development, and that no reference to the Internet Standards Process is allowed for any such Specification developed outside of the Internet Standards Process.
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8. Acknowledgment. Donor agrees to permit Licensees to use Donor’s name and address to indicate the original source of the Specification.

9. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning its subject matter, and supersedes all prior written or oral agreements and discussions. All additions or modifications to this agreement must be made in writing and must be signed by an authorized representative of each party. If any term or condition of this Agreement is declared void or unenforceable as provided herein or by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The
parties agree to comply strictly with all applicable export control
laws and regulations. Where no U.S. Federal law governs, this
agreement will be governed by the law of the State of California
without reference to its conflict of laws provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to
be executed by their duly authorized representatives.

Signature /S/ Rich Green                Date 3 March 1998
Name          Rich Green
Title         VP Solaris
              SunSoft, Inc.

Signature /S/ Donald M. Heath           Date 6 March 1998
Name          Donald M. Heath
Title         President and CEO of the Internet Society

Exhibit A The specifications embodied in RFCs 1094 and 1813, minus
the portions of RFCs 1094 and 1813 that assume that NFS Version 2 and
Version 3 operate over XDR and ONC RPC.* The control of ONC RPC
program number 100003 (NFS) for the purpose of generating Version
numbers 4 and onward.

*Note: ISOC already has a license to use XDR and ONC RPC (see IETF
RFC 1790), and thus may determine whether or not to create an NFS
Version 4 that uses XDR and/or ONC RPC.

Security Considerations

Since this document records an agreement rather than describes a
technology security is not directly effected but, that said, one of
the aims of an IETF NFS working group should be to ensure that a
standards track NFS protocol has adequate security.

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