

Network Working Group
Request for Comments: 1790
Category: Informational

V. Cerf
Internet Society
April 1995

An Agreement between the Internet Society
and
Sun Microsystems, Inc.
in the Matter of ONC RPC and XDR 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.

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 RFC 1057 dated June 1988 ("RFC: Remote Procedure Call Protocol Specification Version 2) and RFC 1014 dated June 1987 ("XDR: External Data Representation Standard) are not attached to the document below, but are incorporated by reference.

Purpose:

This Request for Comments records an agreement between SUN Microsystems, Inc. and the Internet Society to permit the flow of SUN's Open Network Computing Remote Procedure Call and External Data Representation specifications into the Internet Standards process conducted by the Internet Engineering Task Force. It should be noted by readers that paragraph 4 means, in part, that someone or some organization other than the named "Licensees" must be separately "licensed" to make use of these specifications for implementation or other purposes. SUN Microsystems commits to providing such a license under "substantially similar terms" and at no charge. If the referenced RFCs are re-issued as Proposed Standards, SUN could offer a blanket license to implementors which could, itself, be documented and recorded as an RFC for reference.

AN AGREEMENT BETWEEN
THE INTERNET SOCIETY
AND
SUN MICROSYSTEMS, INC.
IN THE MATTER OF
ONC RPC AND XDR PROTOCOLS

1. For good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Sun Microsystems, Inc. ("Donor") hereby grants to the Internet Society and the Internet Engineering Task Force, their officers, employees, the IETF Secretariat and contractors ("Licensees") for the sole purpose of making Donor's Open Network Computing ("ONC") Remote Procedure Call ("RPC") and External Data Representation ("XDR") (together the "Technology", which is the technical specifications set forth in Exhibit "A" attached hereto [sic] and incorporated herein by reference) an Internet standard, entering the Internet Standard process as a Proposed Standard, a cost-free, perpetual, non-exclusive, worldwide right and license under any copyrights, patents or other rights in Donor's Technology to use, reproduce, modify, distribute, propose, test, develop, analyze, enhance, revise, adopt, maintain, perform and display publicly, and prepare derivative works that are based on or incorporate all or part of the Technology, and to reproduce, distribute and perform or display publicly any such derivative works, in any form and in all languages (computer and foreign), including the right and license to use the marks "ONC RPC" and "ONC XDR" ("Marks") in association therewith, and to authorize others to do so. Donor agrees to permit Licensees to use Donor's name and address to indicate the original source of the Technology.

2. Donor further exclusively transfers to Licensees the worldwide right and license to further evolve, develop and modify the Technology for the purpose of making the Technology an Internet Standard through the Internet Standardization Process (as specified in RFC 1602), including the right and license to use the Marks in association with any such modifications, and to authorize others to do so. In particular, Donor acknowledges that if it performs any evolution, development and modification of the Technology 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 Technology developed outside of the Internet Standards Process.

3. Donor hereby acknowledges that Licensees assumes no obligation to maintain any confidentiality with respect to the Technology licensed hereunder, and Donor represents that, to the best of its knowledge, there are no infringement claims against the Technology. Donor represents that the Technology was not prepared jointly with others. Licensees acknowledge that any rights not expressly granted herein are reserved by Donor.

4. Donor hereby acknowledges that Licensees have no duty to publish or otherwise use or disseminate the Technology, including, in particular, an obligation to raise the Technology to the Internet standards-track. In the event the Technology is elevated to Proposed standard level, Donor hereby agrees to license the Technology to others under substantially similar terms as those licensed to Licensee herein at no charge (with the exception that such use of the Technology by such Licensees shall be for purposes other than making the Technology an Internet Standard), so long as such licensees of the Technology implement the Internet standard. In the event the Technology is not elevated to Proposed standard level within 24 months of the execution of this agreement, then Section 2 of this agreement is null and void.

5. THE TECHNOLOGY IS PROVIDED TO LICENSEES "AS IS", AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING FITNESS FOR A PARTICULAR PURPOSE. MERCHANTABILITY AND NONINFRINGEMENT ARE HEREBY DISCLAIMED.

6. IN NO EVENT WILL DONOR BE LIABLE FOR ANY LOST REVENUE, PROFIT OR DATA, OR FOR DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY ARISING OUT OF THE USE OR INABILITY TO USE THE TECHNOLOGY, EVEN IF DONOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. 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.

Signature /S/ J. Bill Maier Date 4-6-95
Name Jim Bill Maier
Title VP/GM Networking
 for Sun Microsystems, Inc.

Signature /S/Vinton G. Cerf Date 4-11-95
Name Vinton G. Cerf
Title President
For Internet Society

Security Considerations

Security issues are not discussed in this memo.

Author's Address

Vinton G. Cerf
President
Internet Society
12020 Sunrise Valley Dr, suite 270
Reston, VA 22091

Phone: +1 703 648 9888
EMail: vcerf@isoc.org

