Intellectual Property Policy

Internet2 recognizes the value in creating, protecting, and distributing intellectual property (“IP”) both for itself and its members. This Intellectual Property Policy (“Policy”) describes how the IP rights resulting from Internet2 Activities (as defined below) are allocated among Internet2 and the entities that participate in Internet2 Activities. This Policy and the resulting allocation of IP rights are designed to promote research and education, and to encourage innovation.

Internet2 Activities are projects and initiatives that are funded and/or coordinated by Internet2 (such as Internet2 working groups) and any activities, projects, initiatives, or other meetings by and between Internet2 members that are designated by such members as an “Internet2 Activity.” The work products resulting from Internet2 Activities are known as “Deliverables.” Deliverables may include, for example, software, source code, databases, hardware, texts and other works of authorship (electronically or otherwise created), architectures, innovations, processes, patents, machines, manufactured items, and/or compositions of matter. This Policy governs the IP rights in Deliverables. However, this Policy does not apply where Internet2 members are merely making use of the Internet2 Network and its associated communications resources.

Internet2 Activities (and all participants and Deliverables) shall be guided by the following principles:

- adhere to the accessible, standards-based character of the internet;
- promote the effective and efficient deployment of the applicable technology;
- encourage participants to distribute IP across the Internet2 community;
- promote innovation in the development of IP rights; and
- recognize the value and contributions of the Internet2 community in the development of IP from an Internet2 Activity.

The IP in Deliverables (except for the IP in a contribution by a participant) is owned by Internet2. Regarding IP in software, Internet2 will make it available to Internet2 members under a standard Apache 2.0 license in order to foster open use by all, unless otherwise agreed to by all parties. Internet2 shall own the IP in all Deliverables other than software unless otherwise agreed to by all parties.

Participants retain ownership of any IP intentionally contributed to an Internet2 Activity, and hereby make such contributed IP available to Internet2 members under the standard Apache 2.0 license. Deliverables and IP are provided on an AS-IS basis with no warranties of any kind. Internet2 shall have no liability to Internet2 members, participants, or third parties arising out of this Policy or the use of, or inability to use, the Deliverables.

If you do not agree to these terms, you may not participate in an Internet2 Activity unless all participants in such Internet2 Activity (a) execute the Internet2 Intellectual Property Agreement, or (b) agree in writing to another allocation of IP rights that is consistent with the general principles outlined above.

Questions regarding this Policy, the Apache 2.0 license, or the Internet2 Intellectual Property Agreement may be sent to legal@internet.edu.

(Adopted January 2017)