PLEASE READ THIS AGREEMENT CAREFULLY AND COMPLETELY BEFORE EXECUTING. YOU ARE GRANTING A BROAD IRREVOCABLE LICENSE TO THE UNICODE CONSORTIUM. IF YOU REQUIRE LEGAL ADVICE, PLEASE CONSULT LEGAL COUNSEL. THE CONSORTIUM CANNOT ADVISE YOU REGARDING YOUR LEGAL RIGHTS.

Please check all boxes within the Agreement, and sign and date the Agreement and the end by typing in your name and today's date.

Emoji Proposal Agreement & License

Unicode, Inc. (aka the Unicode Consortium) (hereafter "Unicode") develops and maintains the Unicode® Standards (hereafter the "Standards"), which include emoji characters, and freely licenses the Standards and the included emoji characters under its various open-source licenses. Submitter wishes to propose one or more emoji characters for encoding and inclusion in the Standards. Accordingly, for and in consideration of the foregoing, and the mutual covenants contained herein, and for other good and valuable consideration, Submitter and Unicode (the "Parties") hereby agree as follows:

1. Definitions:
    a. "Submission" means and includes the Unicode Emoji Proposal Form that Submitter has completed, and any and all documents, information, name(s), keywords, designs, drawings, images, and renderings submitted by Submitter in relation to the emoji that Submitter is proposing.
    b. "Submitter" means you, the person or entity making the Submission.
    c. "Proposed Emoji" means and includes all the emoji characters and all emoji ZWG or RGI sequences or other emoji sequences, concepts, adaptations, or customizations, and all name(s), keywords, designs, drawings, images, and renderings included as part of the Submission.
    d. "IP Rights" means any and all intellectual property and similar rights that Submitter or third parties may have in the Proposed Emoji including but not limited to patent rights, design patent rights, design rights, trademark and trade name rights, data and database rights, publicity rights, moral rights, and copyright rights including without limitation the rights to make, use, offer to sell, import, copy, modify, adapt, merge, create derivative works, publish, perform, display, distribute, license, and/or sell.
    e. "Unicode Standards" or "Standards" means all Unicode technical standards (current or future) including but not limited to the Unicode Standard, UTS 51 (Unicode Emoji), UTS 35 (Unicode Locale Data Markup Language), and all associated data, charts, and publications.
    f. "Unicode Licenses" means all of Unicode's various open-source licenses (current and future) under which it openly and freely licenses the Standards and associated materials to all users. "Unicode Licenses" include but are not limited to the Unicode Copyright & Terms of Use and the Unicode, Inc. License Agreement – Data Files and Software, which are both found on the Unicode website. Unicode reserves the right to modify and update the Unicode Licenses in its complete and sole discretion.

    [ ] Submitter Agrees

2. Submitter's Warranties, Agreements, Acknowledgements, and License Grant.
    a. Submitter hereby acknowledges that they have read and understood all materials found on the Unicode website (www.unicode.org) relating to emoji proposals including the Emoji

Encoding Principles, the Guidelines for Submitting Emoji Proposals, and the Emoji Submission FAQ.

[ ] Submitter Agrees

b. Submitter hereby acknowledges and agrees that they are submitting the Proposed Emoji for inclusion in the Standards, and further acknowledges and agrees that, if included in the Standards, the Proposed Emoji will be freely licensed by Unicode to all users around the world under the Unicode Licenses. Submitter hereby acknowledges that they have read and understood the Unicode Licenses.

[ ] Submitter Agrees

c. Subject to the terms and conditions of this Agreement, Submitter hereby grants to Unicode and its licensees a sub-licensable, irrevocable, perpetual, worldwide, non-exclusive, royalty-free license, with the right to sublicense, in and to the IP Rights in the Proposed Emoji, to make, use, offer to sell, import, copy, modify, adapt, merge, create derivative works, publish, perform, display, distribute, license, and/or sell the Proposed Emoji, with no obligation to make attribution to the Submitter. Submitter further covenants, promises, and agrees not to sue Unicode or Unicode's licensees for infringement of any IP Rights in the Proposed Emoji as a result of Unicode's inclusion of the Proposed Emoji in the Standards and/or as a result of implementations of the Proposed Emoji by Unicode's licensees.

[ ] Submitter Agrees

d. Submitter represents and warrants that they have the full power and authority, and all rights, title, license, and/or interest necessary, to grant the licenses granted herein. Without limiting in any way the foregoing representation and warranty, Submitter further specifically represents and warrants as follows: (i) the Submitter owns all IP Rights in the Proposed Emoji, as Submitter's own original work and/or by assignment and/or as a work for hire, or (ii) the Proposed Emoji are available for encoding by Unicode because they are in the public domain or are under an appropriate open-source license as identified elsewhere in Submitter's Submission.

[ ] Submitter Agrees

e. Submitter hereby acknowledges and agrees that inclusion of the Proposed Emoji into the Standards rests in Unicode's complete and sole discretion. Submitter further acknowledges and agrees that Unicode's licensees (a) may choose to implement or not implement the Proposed Emoji in their products and services in their complete and sole discretion, and (b) retain complete and sole discretion over the manner of any implementation of the Proposed Emoji in their products and services.

[ ] Submitter Agrees

f. Unicode posts all proposals and submissions on its website for public information and reference. Submitter hereby agrees and consents to Unicode posting the Submission on the Unicode website in its entirety, including personally-identifiable information contained in the Submission.

[ ] Submitter Agrees

3. Unicode's Obligations and Acceptance of License Grant.
   a. Unicode agrees to review Submitter's well-formed Submission and nothing more. Unicode undertakes no obligation whatsoever to encode the Proposed Emoji into the Standards.
   b. In the event that Unicode chooses to include the Proposed Emoji in the Standards, Unicode hereby accepts the licenses granted herein.

[ ] Submitter Agrees

4. This Agreement shall be binding on and inure to the benefit of the Parties and their respective successors, heirs, and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of California and applicable United States federal law. Any disputes arising out of or in connection with this Agreement shall be submitted to a court of competent jurisdiction located in the Northern District of California. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements, whether written or oral, relating to such subject matter. This Agreement may not be altered, amended, modified, or otherwise changed in any respect except by an instrument in writing duly executed by authorized representatives of the Parties hereto.

[ ] Submitter Agrees

[Typed Signature and Date]