

**Contributor License Agreement ("CLA")
To Unicode Consortium ("Consortium")**

Contact Information:

Contributor

Name:

Representative:

E-mail:

Mailing Address:

Telephone:

Facsimile:

Country:

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the Consortium. Except for the license granted herein to the Consortium and recipients of software distributed by the Consortium, You reserve all right, title, and interest in and to Your Contributions.

Definitions.

You agree that the following terms and conditions shall apply to all Contributions submitted with, or made after execution of, this CLA.

A "Contribution" is defined as all source code and related material delivered by You to the Consortium for incorporation into any and all Projects maintained by the Consortium (the "Projects") and accepted by the Consortium.

"Patent Rights" mean patent claims assertable by You which are necessarily infringed by the use

or distribution of the Contribution alone or when combined with the Projects.

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is entering into this CLA with the Consortium. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of more than fifty percent (50%) of the outstanding shares, or (iii) beneficial ownership of such entity.

Third-party material. You will notify the Consortium of third party material or code to be used in a Contribution before such material is included in a Contribution; that is, before such material is committed to the Projects' source code.

Rights affecting the use of a Contribution. You will notify the Consortium if You personally know of any rights – such as patents or contract restrictions – related to the Contribution that would affect its use and distribution by others, before such material is included in the Contribution; according to Your actual knowledge on the date of a Contribution, and without further inquiry or any patent or other intellectual property rights search.

Copyright License Grant. Subject to the terms and conditions of this CLA, You hereby grant, to the Consortium and to recipients of the Contribution distributed by the Consortium, permission, free of charge, to use the Contribution without restriction, including without limitation under Your copyright rights to use, copy, modify, publish, distribute, sublicense, and/or sell copies of the Contribution, and to permit persons to whom the Contribution is distributed to do so. In addition, You grant to the Consortium the worldwide, nonexclusive, royalty-free, paid-up, and irrevocable rights under Your copyright rights to reproduce, publicly display, publicly perform, prepare derivative works of, and distribute copies of Your Contribution, and the right to sublicense others who legally receive copies of Your Contribution.

Representations. You represent the following with respect to this Contribution:

- 1) that You own, and/or have obtained sufficient rights in the Contribution to grant all rights necessary for the Consortium to include the Contribution in the Projects and/or related materials, including, but not limited to, the rights described in the "Copyright License Grant" section above; and
- 2) that You are providing the Consortium with a written description reasonably sufficient to readily identify the Contribution as Yours.

Covenant Not to Sue. You agree not to initiate suit asserting any Patent Rights in the Contribution against those who use or distribute the Contribution or the Contribution in combination with the Projects' code to which it was contributed: (1) only if such use or

distribution of the Contribution or the Contribution in combination with the Projects' code (a "Combination") is for the purpose of implementing the Projects' APIs; and (2) with respect to Combinations, only if, at the time the Contribution is submitted by You, the addition of the Contribution causes such Combination to be covered by the Patent Rights. Notwithstanding the foregoing, this agreement not to initiate suit by You shall not apply to any party who asserts its own patent rights against You. If such an assertion is made against You, You may revoke and void ab initio such party's license and any covenant not to sue made by You.

THE CONTRIBUTIONS ARE OTHERWISE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE CONTRIBUTOR BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE CONTRIBUTION OR THE USE OR OTHER DEALINGS IN THE CONTRIBUTION.

Signed:

Date:

Printed Name and Title:

Please complete, print, and sign this form, scan the signed form, and email it as a PDF attachment to the requester or to member-services@unicode.org.