

Model Agreement for the Ethical Use of Sign Language Data in AI Development

Preamble

This agreement responds to growing concerns about the misuse of Deaf people's name, image, and likeness in AI systems without fair payment or consent. It aims to prevent exploitation, ensure transparency, and protect the cultural, professional, and personal integrity of signers whose identities may otherwise be digitally reproduced or misrepresented.

1. Parties to the Agreement

This agreement is made between:

- **The Signer**
Full Name: [Insert name]
Address: [Insert address]
Email: [Insert email]
Date of birth: [Insert date]
Hereafter referred to as **"the Signer"**;

and

- **The Contractor**
Organisation: [Insert name]
Legal representative: [Insert name and position]
Address: [Insert address]
Email: [Insert email]
Hereafter referred to as **"the Contractor"**.

2. Purpose of the Agreement

This agreement allows the Signer to contribute national sign language and/or International Sign data through video recordings to be used for the **development, training, and evaluation** of artificial intelligence (AI) systems, within ethical boundaries.

The use of such data must align with the **Ethical Framework on AI in Sign Language**, as designed by the European Union of the Deaf (EUD).

3. Voluntary and Informed Consent

- The Signer confirms their **voluntary participation**.
- The Signer has received clear and accessible information about the purpose, technology, and potential future use of the data.
- The Signer understands they may **withdraw their consent** at any time for future uses.

4. Rights Granted

The Signer grants the Contractor the **non-exclusive and non-transferable** right to:

- Record their contributions in national sign language and/or International Sign;
- Use these recordings **only** for developing and testing AI systems related to sign language interpretation and translation;
- Reuse recordings **only if consistent** with the original purpose and ethical conditions.

This agreement **does not allow** use of the Signer's data for:

- Marketing or advertising;
- Resale or commercial licensing;
- Training AI without safeguarding linguistic and cultural integrity.

5. Duration and Territory

- The granted rights apply **worldwide** and for a period of **[X years / indefinite]**, unless the Signer withdraws consent.
- Withdrawal will stop all **future use** but may not remove data already used in published or trained systems.

6. Cultural and Linguistic Integrity

- The Contractor must not edit or alter the recordings in a way that changes their original meaning or cultural expression.
- Any subtitles or annotations must be **accurate, neutral, and respectful** of linguistic variation and intent.

7. Recognition and Moral Rights

- The Signer retains **moral rights** over their contribution and may request to be named (or remain anonymous).
- All public use must respect the Signer's identity and contribution unless otherwise agreed.

8. Remuneration

- The Signer shall be paid **[insert amount]** per hour/session/project, within **[X days]** of completing the task.
- No additional payments will be made unless agreed in writing.

9. Data Protection and Biometric Sensitivity

- The Contractor agrees to store and process the Signer's data in compliance with the General Data Protection Regulation (GDPR) or the applicable national data protection legislation.
- The Contractor shall uphold the highest standards of **ethical research and digital safety**, and apply **privacy-by-design** and **data minimisation** principles in all stages of the project
- The Contractor recognises that sign language data contains **sensitive biometric features** — including facial expressions, eye gaze, and hand movements — and will take all reasonable measures to ensure this information is:

- Collected with explicit and informed consent;
- Stored securely and encrypted where appropriate;
- Not shared with third parties without additional written permission;
- Deleted or anonymised upon request, wherever technically feasible.



9A. Protection of Name, Image, and Likeness (NIL)

1. Personal Identity Safeguards

The Contractor acknowledges that the Signer's **name, image, voice, facial expressions, and signing style** are part of their unique professional and cultural identity. The Contractor must not reproduce or simulate this identity using AI-generated avatars, avatars trained on their likeness, or any cloned signing model, without the Signer's explicit and separate written permission.

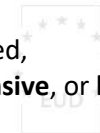
2. Prohibition of Perpetual Licensing Without Consent

The Signer does **not** grant indefinite or perpetual rights to their recorded data. All rights must be **time-bound** and **renewable**, not open-ended. No automatic renewal or sublicensing is permitted.

3. Fair Use and Quality Control

The Signer reserves the right to request:

- Information about how their likeness and signing are being used,
- The removal of data from systems producing **inaccurate, offensive, or low-quality** translations that could harm their reputation.



4. No AI Replication Without Approval

The Contractor may not use the Signer's recordings to train an AI system that generates new content in the Signer's style, appearance, or signing behaviour unless this is expressly agreed to in a separate contract.

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(Prepared by the European Union of the
Deaf (EUD) – to be used by deaf signers
with contractors)



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10. Updates and Notification of Reuse

- If the recordings are reused in a new project or dataset, the Signer must be notified and given a chance to approve or withdraw.
- The Signer has the right to request a record of how their data has been used.

11. Ethical Use and Redress

- The Contractor agrees to follow the EUD's **Ethical AI Principles**, including prevention of harm, fairness, and inclusion.
- The Signer may:
 - Submit a complaint if their data is used unethically;
 - Request a human review of their data usage;
 - Seek assistance from EUD or a designated ethics body.

12. Termination

- Either party may terminate this agreement by written notice.
- Upon termination, the Contractor will stop any future use of the Signer's data, except where withdrawal is no longer technically possible (e.g., already embedded in published models).

13. Governing Law

This agreement is governed by the laws of **[Insert country]**. Disputes will be resolved by the courts of **[Insert jurisdiction]** after attempts at amicable resolution.

14. Signatures

Signed on [Insert date] at [Insert location]:

The Signer

Name: _____

Signature: _____

The Contractor

Name: _____

Position: _____

Signature: _____

Designed by the European Union of the Deaf (EUD) using their expertise and experience, with the aim of supporting deaf signers to be involved with AI while having their rights safeguarded.