



Synthetic UGC Consent Template

A likeness release with the derivative-training clause in it

FORMAT

Template with schedule

LENGTH

6 clauses

GATE

None

COST

Nothing

FOR: Producers building a trained identity from a real performer, and performers being asked to sign one.

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A likeness and voice release drafted for generative production rather than for photography. The clause that matters is the one granting derivative training, which almost no pre-2024 release contains.

A starting point to take to a lawyer, not a substitute for one. Jurisdictions differ, performer union agreements differ, and the law on synthetic voice is the least settled part of this.

HOW TO USE IT

01

Complete the schedule first. It is the part both sides actually negotiate.

02

Have it reviewed. This is a template, not advice, and the scope clauses are where the money and the risk both sit.

03

Signed and in the folder before the first render, not before the first delivery.

Schedule: the terms both sides negotiate

Contributor name

Producer / commissioning party

Date of agreement

Material supplied · Stills, footage, voice recordings. Quantity and date.

Permitted use · What the generated likeness may be used to say and sell

Excluded categories · Political, adult, health, financial, legal, competitor endorsement

Territory

Term · A stated end date. Perpetuity is a negotiation risk for both sides.

Fee and any usage uplift

Disposal at end of term · Trained model deleted, escrowed or retained. Say which.

Clause 1: Grant of likeness

The Contributor grants the Producer the right to use the Contributor's name, image, likeness, voice and performance as captured in the Material, for the Permitted Use, in the Territory, for the Term.

Clause 2: Derivative training

The clause that pre-2024 releases do not contain

The Contributor expressly grants the Producer the right to use the Material to train, fine-tune or otherwise condition a machine-learning model or models for the purpose of generating new likenesses, performances or vocal output resembling the Contributor ("the Trained Identity"), and to generate, reproduce and publish output from that Trained Identity within the Permitted Use.

The Producer shall not use the Trained Identity outside the Permitted Use, shall not licence or transfer the Trained Identity to any third party without the Contributor's prior written consent, and shall not use the Trained Identity in any Excluded Category.

A grant to "use the images" does not imply this. If the words "train", "fine-tune" or an equivalent do not appear, the permission has not been given.

Clause 3: Voice

Where the Material includes vocal recordings, the grant in Clause 2 extends to the synthesis of the Contributor's voice. The Producer shall not use the synthesised voice to speak words that the Contributor has notified the Producer in writing that they object to, and shall not use it to imply an endorsement outside the Permitted Use.

Clause 4: Disclosure

The Producer shall disclose that output generated from the Trained Identity is artificially generated, in accordance with applicable law and platform policy, applying whichever standard is the stricter. Disclosure shall appear on the asset and not solely in metadata.

Clause 5: Withdrawal

The Contributor may withdraw consent on written notice. On withdrawal the Producer shall cease generating new output from the Trained Identity within a stated number of days, and shall dispose of the Trained Identity in

accordance with the Schedule. The parties acknowledge that withdrawal cannot recall material already published or distributed, and the Producer shall use reasonable endeavours to remove such material from channels under its control.

Be honest in this clause. A withdrawal right that promises more than is technically possible is worse for both sides than one that states the limit plainly.

Clause 6: End of term

On expiry of the Term the Producer shall cease generating new output from the Trained Identity and shall dispose of it as set out in the Schedule. Output lawfully published during the Term may remain published unless the Schedule provides otherwise.

Signature

Contributor signature and date

Producer signature and date

Witness, where required

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