

IEEE Standard for Machine Readable Personal Privacy Terms

IEEE Society on Social Implications of Technology

Developed by the
Social Implications of Technology Standards Committee

IEEE Std 7012™-2025

STANDARDS

IEEE Standard for Machine Readable Personal Privacy Terms

Developed by the

Social Implications of Technology Standards Committee
of the
IEEE Society on Social Implications of Technology

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IEEE SA Standards Board

Abstract: Contractual interactions and agreements between individuals and the service providers they engage on a network, including websites, applications and AI agents, are covered in this standard. It describes how individuals, acting as first parties, can proffer their privacy requirements as contractual terms and arrive at agreements recorded and kept by both sides. These terms shall be chosen from a collection of standard-form agreements in a roster kept by an independent and neutral non-business entity. (This is similar to how artists might choose Creative Commons licenses allowing or restricting certain kinds of uses for artists' creative work.) Computing devices and software performing as agents for both first and second parties shall engage using any protocol that serves the purpose. The first party shall point to a preferred agreement, or a set of agreements, from which the second party shall accept one. Party-to-party negotiations over terms in any of these contracts or other agreements are outside the scope of this standard. If both parties agree, the chosen contract or agreement shall be signed electronically by both parties or their agents, and a matching record shall be kept by both sides in a form that can be retrieved, audited, or disputed, if necessary, at some later time—and which is available to do so easily.

Keywords: automation, ethics, IEEE 7012™, machine-readable, privacy, terms and conditions, transparency

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Participants

At the time this standard was completed, the Machine Readable Privacy Terms Working Group had the following membership:

Doc Searls, *Chair*
Justin Byrd, *Vice Chair*
Mary Hodder, *Editor*
Scott Mace, *Secretary*

Rob Aaron
Bernd Blobel
Salvatore D'Agastino
Beatriz Esteves
Daniel Hardman
Iain Henderson

Lisa LeVasseur
Vikas Malhotra
Thomas Mahon
Harshvardhan J. Pandit
James Pasquale

Reza Rassool
David P. Reed
Joseph Savirimuthu
Joyce Searls
Steve Vitka
John Wunderlich

The following members of the individual Standards Association balloting group voted on this standard. Balloters may have voted for approval, disapproval, or abstention.

Boon Chong Ang
Justin Byrd
Zhiman Chen
Hassan El Shazly
A. Ferraro
Deborah Hagar
Mary Hodder
Werner Hoelzl

Tyler Jaynes
Piotr Karocki
Quist-Aphetsi Kester
Ruth Lewis
Daozhuang Lin
Weili Liu
Scott Mace

Howard Penrose
R. K. Rannow
Jhony Sembiring
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Robert Spence
Walter Struppler
Stephen Webb
Peter Wishart

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Guido R. Hiertz
Ronald W. Hotchkiss
Tyler L. Jaynes
Thomas Koshy
Howard Li
Xiaohui Liu
Kevin W. Lu
Hiroshi Mano

Daleep C. Mohla
Annette D. Reilly
Robby Robson
Daniel Sabin
F. Keith Waters
Sha Wei
Luyang (Eric) Zhang

Introduction

This introduction is not part of IEEE Std 7012-2025, IEEE Standard for Machine Readable Personal Privacy Terms.

Privacy in business has always been based on a consensus about how people and corporate entities respect each other's boundaries. This consensus takes the form of tacit agreements about how people signal and respect perceived privacy needs. Clothing, for example, is a technology that protects a person's private regions, both by covering those regions and signaling a boundary against unwelcome observation and approach. Doors, curtains, and shutters are also well understood as privacy technologies that cover spaces and signal degrees of welcome. An extended hand is a signal from one person to another that opens communication that may involve additional gestures about privacy needs that both parties understand—but at a tacit level, meaning well known but not easy to explain. The online world, however, is entirely digital. Signals and rules must be explicit for hardware and software to act on them. Privacy signals therefore must be made explicit: stated in code and respected by code. To make these explicitly coded agreements, they can take the form expressed in contracts, which two parties make for themselves: a form agreement that can be expressed as computer code.

It is helpful that contractual interactions have been well-established online throughout the first quarter of the 21st century. Signaling during this time, however, has been largely from the corporate side, using a routine called “notice and consent.” This routine was already *pro forma* in business across many decades before the Internet appeared. In a landmark 1943 paper titled “Contracts of Adhesion: Some Thoughts About Freedom of Contract” [B28],⁶ Friedrich Kessler described standard-form business agreements (“contracts of adhesion”) as ones in which the customer, being the weaker party, had no choice but to acquiesce and agree. He described the proffering and signing of these agreements as “ceremonies” in which the “deliberate nature of a transaction (is) reduced to the absolute minimum.” He also saw these contracts as an unfortunate requirement for companies to obtain scale across countless customers. He lamented that freedom of contract—long a bedrock principle of open societies and free market economies—was in the industrial age available to companies alone, and not to customers when dealing with companies.

Kessler, however, did not anticipate digital technology or the Internet: a “network of networks” that puts everyone and everything on it at a functional distance apart of zero. Nor did he imagine that such a network would be based on equity between the entities on it,⁷ and on which freedom of contract could be rebuilt.

The Internet's base protocols (TCP/IP) guide the movement of packetized data from any one end to any other end without prejudice toward the contents of data packets, the paths over which packets are routed, or who owns or controls any of the paths or routing points. TCP/IP also supports other protocols (e.g., HTTP) that are equally equitable by design. These open and equitable protocols by design also support freedom of contract between any two parties. This means any person can have as much free and open contractual scale across corporate entities as corporate entities have long had across people. At least one such contract⁸ has been available since 2017 as a collection of personal privacy agreements in “human-readable” text and legal code. To achieve machine readability and the framework in which persons can operate as first parties in contractual engagements online, or to do so at scale, requires a standard.

In their 2013 paper, “Beyond Notice and Choice: Privacy, Norms, and Consent,” [B35] Robert H. Sloan and Richard Warner write, “A fundamental difficulty is the lack of norms. Rapid advances in information processing technology have fueled new business models, and the rapid development has outpaced the slow evolution of norms. Notice and Choice cannot be pressed into service to remedy this lack. It is necessary to develop new norms.”

⁶ The numbers in brackets correspond to those of the bibliography in Annex E.

⁷ “End to end encryption,” https://web.archive.org/web/20240722165617/https://www.cybertelecom.org/notes/end_to_end.htm.

⁸ The #NoStalking agreement is available at Customer Commons, which was formed in 2013 to host a collection of personal privacy agreements, much as Creative Commons hosts a collection of personal copyrights. As with Creative Commons licenses, #NoStalking is expressed in “human-readable” text and legal code. <https://customercommons.org/p7012/p2b1>

In the absence of a norm, regulations may be inadequate. The “consent notice” system, which appears when one arrives at many websites for the first time, arose at least partly in response to the European Union’s General Data Protection Regulation (GDPR) [B9], which became enforceable on 25 May 2018. While the purpose of the GDPR was to provide privacy to persons on networks, website operators and other service providers managed to keep their tracking-based advertising business going.⁹ This gave rise to notice and consent choices that made it easy for persons to click on an “agree” (or similar) button that allowed offsite tracking and sale or sharing of personal data with other parties.¹⁰

The cost to website and service operators of maintaining consent notices and records of GDPR compliance is also high. So is cognitive overhead on both sides that did not exist before the GDPR’s enforcement date. The California Consumer Privacy Act (CCPA) [B3], which became enforceable on January 1, 2020, added additional operational and cognitive overhead for everyone by adding a clickable “Do Not Sell or Share” option to websites.¹¹

Do Not Track (DNT) became a W3C working group in 2011 [B7]. The title morphed into “Tracking Preference Expression,” [B37] and the group disbanded on January 19, 2019. Global Privacy Control (GPC) [B11], another standard in development at the W3C, specifies requests that may be sent by browser headers to websites, and which website operators can obey or ignore at their discretion. These requests are not agreements and can leave the person (a mere “user”) in a nearly powerless position. While such programs may be ethically laudable, they leave the person in a subordinate position, with privacy provided as a grace rather than as a fully respected personal requirement.

The Digital Markets Act in the European Union [B6], which came into force in 2024, aims to increase competition among platform providers and limit the ability of the largest providers (which it calls “gatekeepers”) to control whole markets. It does not address the need for individual persons to express or command obedience to their privacy requirements.

A framework in which persons can operate as parties in contractual engagements online can solve the problem of absent equity between persons and other entities and improve respect for personal privacy requirements.

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The working group acknowledges the American National Standards Institute (ANSI) who, on behalf of the International Organization for Standardization granted permission for the use of definitions from ISO 22600-2:2014 and figures from ISO23903:2021. All rights reserved.

The working group acknowledges Health Seven® International for granting permission to reprint the Logical Data Model in Annex D.

⁹ This is a system Shoshana Zuboff calls “surveillance capitalism.” [B32].

¹⁰ These one-sided contracts of adhesion are presented as non-negotiable terms of service that sometimes offer a small set of secondary choices absent of any way for the person to access the agreement, or to audit for compliance, or to dispute, because the corporate entities and their third parties keep all records of agreements and provide no means for easy access by individual counterparties.

¹¹ As with the GDPR, sites and services offering the CCPA option provide no means for the individual to access the agreement, to audit for compliance, or to dispute. While the CCPA does afford persons a set of rights, none take effect before the person acts, such as by requesting copies of collected personal information. There are, however, no standard ways for persons to do that or for companies to comply. While the law does allow “authorized agents” (such as Consumer Reports through its Permission Slip phone app), there is still no way a person can obtain a signed agreement respecting their personal privacy, or to do so at scale.

Contents

1. Overview.....	11
1.1 Scope.....	11
1.2 Purpose.....	11
1.3 Extant standards and regulations.....	11
1.4 Word usage.....	12
2. Normative references.....	12
3. Definitions.....	12
3.1 Definitions.....	12
3.2 Acronyms and abbreviations.....	13
4. Contractual agreements.....	14
4.1 Form and content.....	14
4.2 Location and storage.....	14
4.3 Naming and labeling.....	14
4.4 Readability and formats.....	14
5. Action and Interaction.....	15
5.1 How the standard works in practice.....	15
5.2 Agents.....	16
5.3 What the entity’s agent does.....	18
5.4 Interaction between agents.....	18
5.5 Interoperability for ecosystems.....	19
6. Annexes to IEEE Std 7012-2025.....	20
Annex A (informative) Draft terms with sample code.....	21
A.1 Terms in draft.....	21
A.2 HTTP request example.....	27
A.3 RDF/Turtle.....	28
A.4 JSON.....	29
A.5 JSON-LD.....	29
A.6 RSS.....	30
A.7 PKL (Pickle).....	30
A.8 JSON via Pickle.....	30
A.9 YAML via Pickle.....	31
A.10 PLIST via Pickle.....	31
A.11 PROPERTIES via Pickle.....	31
Annex B (informative) Use cases.....	32
B.1 Use Case 1: No stalking.....	32
B.2 Use Case 2: Sharing personal buying interest data (aka intentcasting or broadcast shopping).....	34
Annex C (informative) An abbreviated system for compound terms and agreements.....	36
Annex D (informative) Ecosystem translation and interoperability principles.....	37
D.1 Background.....	37
D.2 The rationale behind the approach.....	38
D.3 The ISO 23903 Interoperability and integration reference architecture.....	38
D.4 The deployment of ISO 23903 in the IEEE 7012 context.....	41
D.5 Representation and implementation of policies.....	42
Annex E (informative) Bibliography.....	46

IEEE Standard for Machine Readable Personal Privacy Terms

1. Overview

Establishing agreements proffered by individuals entails a new kind of “service negotiation,” which can be simple and straightforward, or complex with multiple iterations.

1.1 Scope

The standard identifies/addresses the manner in which personal privacy terms are proffered and how they can be read and agreed to by machines.

The scope of this draft standard is confined to routines in which persons acting as first parties arrive at contractual agreements with organizational entities acting as second-party service providers. It is limited to the selection and signing of a contract kept in a public roster by a neutral noncommercial entity, with identical copies of that contract kept by both parties.

1.2 Purpose

The purpose of the standard is to provide individuals with means to proffer their own terms respecting personal privacy, in ways that can be read, acknowledged and agreed to by machines operated by others in the networked world. In a more formal sense, the purpose of the standard is to enable individuals to operate as first parties in agreements with others—mostly companies—operating as second parties.

1.3 Extant standards and regulations

Operation of this standard depends on the Internet Protocol Suite, especially TCP/IP, and HTTP. Also, while this standard does not depend on extant regulations, it may prove to help those regulations by bringing contracts into the suite of available ways to provide personal privacy on networks.

1.4 Word usage

The word *shall* indicates mandatory requirements strictly to be followed in order to conform to the standard and from which no deviation is permitted (*shall* equals *is required to*).^{12,13}

The word *should* indicates that among several possibilities one is recommended as particularly suitable, without mentioning or excluding others; or that a certain course of action is preferred but not necessarily required (*should* equals *is recommended that*).

The word *may* is used to indicate a course of action permissible within the limits of the standard (*may* equals *is permitted to*).

The word *can* is used for statements of possibility and capability, whether material, physical, or causal (*can* equals *is able to*).

2. Normative references

There are no normative references for this draft standard. There are many useful informative references, however, in the Bibliography (Annex E).

3 Definitions

3.1 Definitions

For the purposes of this document, the following terms *and definitions apply*. The *IEEE Standards Dictionary Online* should be consulted for terms not defined in this clause.¹⁴

agent: An agent is an actor that works on behalf of a person to represent them, to present proposed terms and agreements to entities, and to store finalized contracts and metadata about terms, agreements and contracts between persons and counterparties.

agent-agreement: An agent generated agreement is presented to an entity on behalf of an individual who has chosen their preferred terms.

agreement: An agreement is a compound set of terms or clauses, proposed and offered before a formal contract between parties, sometimes referred to as a “proposal” or “proposed agreement.”

agreement-chooser: An agreement-chooser in an agent allows a person to choose, or delegate to a trusted party, structured, compound sets of terms or clauses.

contract: A contract is a mutual agreement between parties that creates mutual obligations and is enforceable by law.

¹² The use of the word *must* is deprecated and cannot be used when stating mandatory requirements; *must* is used only to describe unavoidable situations.

¹³ The use of *will* is deprecated and cannot be used when stating mandatory requirements; *will* is only used in statements of fact.

¹⁴ *IEEE Standards Dictionary Online* is available at: <http://dictionary.ieee.org>. An IEEE account is required for access to the dictionary, and one can be created at no charge on the *dictionary sign-in page*.

Data Privacy Vocabulary (DPV): Enables expressing machine-readable metadata about the use and processing of (personal or otherwise) data and technologies based on legislative requirements such as the General Data Protection Regulation (GDPR).]

entity: Any organization with which a person makes a contractual agreement. An entity can only be an organization.

General Data Protection Regulation (GDPR): A set of regulations governing data protections for transferring and processing personal data from persons located in the European Union.

Health Level 7: A series of global standards for the transfer of health data between applications.

individual: A single person. An individual is interchangeable with a person. Also known as an “end user.”

machine-readable: A term, a set of terms, or a completely written contract that can easily be processed by a computer.

person: A person is an individual human being. It is interchangeable with the word individual.

policy: A set of legal, political, organizational, functional, and technical obligations for communication and cooperation. (SOURCE: ISO 22600-2:2014(E) [B18])¹⁵

proposer: A person who advances terms and agreements to another person or entity. Proposers are the first party in their proposed contracts, and may use agents to propose terms for negotiation and eventual contract. [SOURCE: ISO 22600-2:2014(E) [B18]]¹⁶

structured: Applies to a term or set of terms that are standardized so that they will be fixed for a context or a completely written contract, which can easily be submitted using an agent negotiated by a computer.

term: A term in this standard uses its legal meaning: a provision or condition on which a contract is based.

3.2 Acronyms and abbreviations

DPV	Data Privacy Vocabulary ^b
GCM	Global Compact for Migration
GDPR	General Data Protection Regulation
HL7	Health Level 7
ICT	Information and Communication Technology

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4 Contractual agreements

4.1 Form and content

Terms for personal privacy requirements shall take the form of contractual agreements in which the person is the first party and the entity is the second party. These agreements may differ in the number and degree of protections required by persons, and in promises that might be made by both parties. There should also be as few agreements as possible, to make choosing one as easy as possible for persons and their agents as first parties, and for the agents of entities as second parties.

4.2 Location and storage

Terms and contracts shall be kept and displayed in discrete and separate forms on a public website by a neutral nonprofit entity or neutral party that is not economically dependent on terms use. These agreements shall be expressed in textual forms that can easily be understood by ordinary persons, as well as in lawyer-readable text.

4.3 Naming and labeling

Agreements shall have a consistent name, version number, and high-level description of the purposes being sought or offered in the agreement (i.e., for what purpose(s) the shared data may be used). Agreement names shall enable transparency and be meaningful when seen from the perspective of a non-specialist. These features shall make the contracts readable by humans, lawyers, and machines.

NOTE—A version number of the agreement might not be required, but only when a release date (also known as an "effective date" or "date of publication") is listed instead.¹⁷

4.4 Readability and formats

4.4.1 Human-readability

The human-readable component shall be a simple, easy-to-understand, and text-based explanation in plain language. This language shall specify what each party is able or not able to do with personal and related data shared under the agreement contract. Terms and contracts may use abbreviated text code and examples can be found in Annex C.

Implementors of this standard shall present contract language in the native tongue of their market of origin (e.g., English for the UK, Russian for Russia), and in any other languages as required by the market(s) they operate in or provide services for. For example, terms should be published in English and French for Canadian users (at minimum). If no such language requirements can be found in existing laws or regulator-generated rules for specific products, implementors should publish in a number of common languages that their user base is likely to speak or read on a native level (e.g., Arabic, Chinese, English, French, Portuguese, Russian, Spanish).

¹⁷ Notes in text, tables, and figures of a standard are given for information only and do not contain requirements needed to implement this standard.