**Voice Services Agreement Template**

***IMPORTANT DISCLAIMER: THIS DOCUMENT IS A REFERENCE MADE AVAILABLE ‘AS IS’. WE MAKE NO COMMITMENT, EXPRESS OR IMPLIED, OR REPRESENTATION AS TO QUALITY, FITNESS FOR AN INTENDED PURPOSE, SUITABILITY OR OTHERWISE. WE EXCLUDE ALL LIABILITY HOWEVER ARISING, WHETHER IN CONTRACT, NEGLIGENCE OR OTHER TORT OR OTHERWISE (EXCEPT FOR LIABILITY WHICH BY LAW WE CANNOT EXCLUDE).***

***YOU MUST SEEK INDEPENDENT LEGAL ADVICE BEFORE USING THIS DOCUMENT. WE ARE NOT PROVIDING, AND THIS DOCUMENT DOES NOT CONSTITUTE, LEGAL ADVICE.***

Contracts for performers should include:

* Safe Storage and tracking of the performer’s voice, likeness,

performance and all products created from them.

* Ability for the performer to consent to use.
* Explicit limits on use of the results and proceeds of an AI voice.
* Ability to opt out or term limits for AI voice use.
* Appropriate payment for use.
* Clearly denoted exclusivity.

**VOICE SERVICES AGREEMENT**

This Agreement is dated [●].

**PARTIES**

1. [***Name of Company***] incorporated and registered in England and Wales with company number [***Number***] whose registered office is at [***Registered office address***] (“**Company**”); and
2. [***Name of VA***] of [***VA address***] (“**Voice Artist**” or “**VA**”), each a “**Party**” and together the “**Parties**”.

**BACKGROUND**

1. Company intends to use a third-party text-to-speech service (“**TTS Service**”) to enhance its text-based content. To this end, Company requires certain voice services which will be used to develop a custom neural voice model (“**Voice Model**”).
2. Company wishes to engage VA, and VA wishes to be engaged by Company, so that Company can produce a sound recording (“**Script** **Recording**”) of a vocal performance by VA of a script to be used in the development of the Voice Model.
3. Company intends to use the Voice Model to generate audio versions of its text-based content in the likeness of VA’s voice (“**Audio Assets**”).

**RECORDING SPECIFICS**

|  |  |
| --- | --- |
| **Location** | [●] |
| **Time** | [●] |
| **Initial Recording Fee** | [TBD] (exclusive of payroll fees, Taxes, etc.) |

**OTHER DETAILS**

|  |  |
| --- | --- |
| **Use-based Fee** | \* Per usage based on existing SAG-AFTRA Agreements.or\*per characters (including spaces) of Audio Assets generated by the Voice Model (exclusive of payroll fees, Taxes, etc.)Or\*per sec/min/hour of finished audio created by Voice Model (exclusive of payroll fees, Taxes, etc.) |
| **Term** | [●] [12 months] |

**AGREEMENT**

1. **Voice Services**
	1. VA will:
		1. attend the Location at the Time for a recording session to record the Script Recording;
		2. attend additional recording sessions at locations and times reasonably directed by Company as may be required to complete the Script Recording to Company’s satisfaction; and
		3. render their voice services (“**Voice** **Services**”) to the best of their ability to make the Script Recording.
	2. If additional recording sessions are required pursuant to Clause 1.1(b), the Parties will agree a fee (to be negotiated in good faith).
	3. The Parties agree that Company is the producer of the Script Recording.
2. **Fee and Payment**
	1. Company will pay VA the Recording Session Fee(s) in consideration of the Voice Services.
	2. Company will pay VA a Use-based Fee based on [Agreed usage model] [each month] to generate Audio Assets. Company will make available to VA an independent service to state the number of characters processed and the value of the Use-based Fee.
	3. Nothing in this Agreement obliges Company to use the Voice Model nor is there a minimum monthly fee.
	4. VA shall invoice Company for the One-off Fee and/or the Use-based Fee, as applicable. VA’s invoices will be payable by Company 30 days after the date of receipt by Company. VA must invoice Company promptly (and in any event within 60 days) after the end of the calendar month in which the relevant fees are incurred.
	5. VA will ensure the invoice contains sufficient details to enable Company to identify the Voice Services provided (including the Location, Time and a brief description of the Voice Services and the fees).
3. **Intellectual Property**
	1. In this Clause 3, “**IPRs**” means [(without limitation) all copyright and neighbouring and related rights, performer’s property rights, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world].
	2. The Parties agree that Company owns, or upon assignment will own, all IPRs in the Script Recording and any other product of the TTS Service during the Term.
	3. In consideration of the fees, VA hereby:
		1. assigns to Company absolutely and with full title guarantee all IPRs (including with respect to copyright and any other future right capable of present assignment, by way of present assignment of present and future rights) in;
		2. irrevocably grants all consents which Company may require for the fullest use of; and
		3. waives any and all moral rights and other non-property rights in respect of, the Script Recording and any other product of the Voice Services during the Term. At Company’s request and expense, VA shall promptly execute and deliver such documents and perform such acts as may be required to give full effect to this Clause 3.3.
4. **use of the Voice Model and the TTS Service**
	1. VA acknowledges that Company intends to use the Script Recording to create the Voice Model. As part of the TTS Service, Company will, during the Term, use the Voice Model to generate Audio Assets.
	2. Company may not use the Voice Model to generate Audio Assets:
		1. which are obscene, offensive or racist, or which would otherwise impugn the character of VA or their work or career; or
		2. [● other prohibitions].
	3. [Company may not use the Voice Model to generate Audio Assets for use in any of the following Audio Asset Use Cases: [●[[1]](#footnote-1)].] **[*Delete if no prohibitive restriction on Audio Asset Use Cases*]**
	4. [Company may only use the Voice Model to generate Audio Assets for use in the following Audio Asset Use Cases: [●[[2]](#footnote-2)].] **[*Delete if no permissive restriction on Audio Asset Use Cases*]**
	5. [Company may not merge the Script Recording or Voice Model with other script recordings or voice models.] **[*Delete if Company may merge Script Recordings / Voice Models*]**
	6. Company may only generate Audio Assets using the Voice Model during the Term. After expiry or termination of this Agreement:
		1. Company will [use reasonable efforts to] remove the Voice Model from any TTS Service;
		2. Company will stop creating Audio Assets using the Voice Model;
		3. Company may continue to use Audio Assets created before the date of expiry or termination, provided [(i) VA consents; and (ii) Company continues to pay VA any Use-based Fee]; and
		4. all IPRs assigned to Company under Clause 3.3 shall forthwith revert to VA.
	7. As between VA and Company, Company owns all IPRs in Audio Assets. Nothing in this Clause 4 restricts or otherwise affects the operation of Clause 3. Company may not assign or otherwise transfer any IPRs in the Voice Model to any third party.
5. **VA’s Warranties**

VA warrants that VA: (i) has the full right, power and authority to enter into and fully perform this Agreement; (ii) will not violate any contractual obligation or other duty by entering into and fully performing this Agreement; and (iii) is entitled to grant the rights and consents and make all assignments under this Agreement with quiet enjoyment and free from any encumbrances.

1. **VA Indemnity**

VA indemnifies Company against all liabilities, costs, expenses, damages and losses (including legal fees) that Company may suffer or incur as a result of the breach or alleged breach of VA’s obligations or warranties under this Agreement.

1. **Exclusivity**
	1. This Agreement will not prevent Company from entering into any other agreements.
	2. [VA will not, during the Term/for a period of [●] [months] after the expiry or termination of this Agreement, enter into any other agreements or arrangements in relation to voice models without Company’s prior written consent.]
2. **Confidentiality**

VA shall at all times keep confidential, and shall not use in any manner detrimental to Company or its affiliates, all information relating to the Script Recording, the Voice Services and this Agreement.

1. **term and termination**
	1. This Agreement shall come into effect on the date stated at the beginning of it and shall expire at the end of the Term, unless terminated earlier in accordance with this Clause 9. If the Term is ‘Indefinite’ (as indicated in the ‘Other details’ table) the Term shall continue indefinitely, unless either party gives 90 days’ written notice to terminate for any reason.
	2. Without affecting any other right or remedy available to it, either Party may terminate this Agreement on written notice if the other Party materially breaches this Agreement.
	3. [VA may terminate this Agreement on written notice if Company:
		1. [breaches any provision of Clause 4 of this Agreement;]
		2. [undergoes a Change of Control (where “**Change of Control**” means a change (whether occurring at one time or over any period of time, whether in one or more steps and, where the change occurs over a period of time, whether or not it was intended at any time that the change would result in a change of control) whereby a person or persons (including a body or bodies corporate) having control before the change no longer have it after the change); or]
		3. [is or will be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (or takes, causes, allows or suffers any similar action on account of debt anywhere in the world).]]
2. **Limitation of Liability**
	1. Nothing in this Agreement limits any liability which cannot legally be limited including liability for: (i) death or personal injury caused by negligence; (ii) fraud or fraudulent misrepresentation; or (iii) other liability which cannot be limited or excluded by applicable law.
	2. Subject to Clause 10.1, neither Party shall be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any indirect or consequential loss.
	3. Subject to Clauses 10.1 and 10.2, Company’s total liability whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise to the Customer shall not exceed [£[●]].
3. **General**
	1. **Headings.** Clause headings shall not affect the interpretation of this Agreement.
	2. **No assignment etc. by VA.** VA may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without Company's prior written consent.
	3. **Entire agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
	4. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
	5. **Variation in writing.** No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
	6. **Severance.** If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
	7. **No employee relationship, partnership, etc.** VA will be and act as an independent contractor of Company in the performance of the Voice Services. Nothing in this Agreement is intended to, or shall be deemed to, establish any contract of employment, partnership, fiduciary relationship or joint venture between the Parties, constitute either Party the agent of the other Party, or authorise either Party to make or enter into any commitments for or on behalf of the other Party.
	8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of the executed signature page of a counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each Party shall on request provide the other with the "wet ink" a hard copy original of their counterpart.
	9. **Governing law and jurisdiction.** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of [●].Each Party irrevocably agrees that the courts of [●] shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

|  |  |  |
| --- | --- | --- |
| Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for and on behalf of [***Name of Company***] |  | ....................Director |
|  |
| Signed by [***Name of VA***] |  | .................... |

**Schedule – Audio Asset Use Cases *[Delete if Clauses 4.3 and 4.4 deleted]***

*This Schedule contains a list of indicative Audio Asset Use Cases for use in connection with Clauses 4.3 and 4.4 of the Voice Services Agreement. Where an Audio Asset Use Case is used referred to in Clauses 4.3 and 4.4, the ‘Description’ in the table below applies, unless otherwise indicated.*

|  |  |  |
| --- | --- | --- |
|  | ***Audio Asset Use Case*** | ***Description*** |
| **Broadcast Use Cases** |
|  | Broadcast Television | Terrestrial, satellite, cable and other ‘over the top’ broadcast television use cases and associated catch-up services. Excludes web-based on demand television services. |
|  | Broadcast Radio | FM/AM and Digital Audio Broadcasting (DAB) radio broadcast services. Excludes web-based radio streaming services. |
|  | Streaming Television | Web-based on demand television services. Excludes terrestrial, satellite and other ‘over the top’ broadcast television use cases and associated catch-up services. |
|  | Streaming Radio | Web-based radio streaming services. Excludes FM/AM and DAB radio broadcast services. |
|  | Internet and Social | Website content and social media. |
| **Non-Broadcast Use Cases** |
|  | Corporate Branding/Promotion | Includes branding and promotional content for private companies, industry and other corporate and commercial content. |
|  | Motion Picture Content | Voice content for motion pictures, movies, films and related media. |
|  | News Media | Voice content for text-based news media and related content. |
|  | Public Service Announcement Content | Includes (e.g.) public announcement voice recordings at, for example, stadia, mass transit facilities (airports, train stations) and other public venues and spaces. |
| **Miscellaneous Use Cases** |
|  | Animation | Single or multi-voice voiceovers for cartoons and computer-animated content (including computer games). |
|  | Call handling and interactive voice response (IVR) | Voiceovers for call handling and similar IVR systems. |
|  | Dubbing | Substitution of voice tracks between languages. |
|  | E-books | Voice narration of books and similar content, including script-based drama. |
|  | E-learning  | Voice narration for electronic/online academic and educational services.  |

1. See the Schedule for a full list of Audio Asset Use Cases. If this clause is relevant, copy/paste the relevant Audio Asset Use Case(s) into the clause. If the clause is not relevant, delete it. You are free to add further detail in this Clause, if you wish to be more/less specific. [↑](#footnote-ref-1)
2. As for Footnote 1. [↑](#footnote-ref-2)