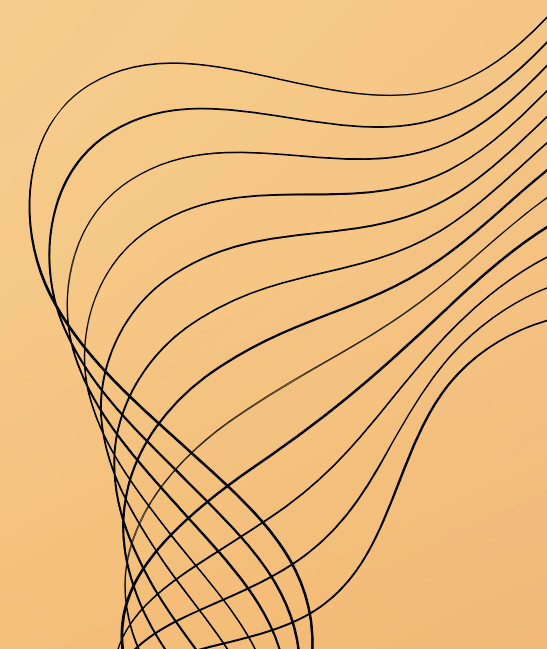




REPLICA STUDIOS
AMA WITH ZEKE
ALTON
1.15.24



NAVA
NATIONAL ASSOCIATION OF VOICE ACTORS



NAVA

NATIONAL ASSOCIATION OF VOICE ACTORS

SAG-AFTRA/REPLICA AGREEMENT Q&A



with
Zeke Alton
NAVA Board Member
SAG-AFTRA Negotiating Committee

Monday January 15 @ 5pm PT
via Zoom
RSVP on Eventbrite

TYPES OF UNION AGREEMENT

Collectively Bargained

- Negotiated by the entity that represents Performers – SAG-AFTRA;
- And an entity that represents Employers – Association of Motion Picture Television Producers (AMPTP) for film/TV, or Joint Policy Committee (JPC) for commercials.

Negotiated by the entity that represents Performers – SAG-AFTRA;
And a single Employer – Netflix, Replica Studios, Individual Broadcast Stations, or Audiobook publishers

Single Employer Bargained

Promulgated

Created by SAG-AFTRA, often with Employer input, and directly published for Employers who wish to use Union performers.

COLLECTIVELY BARGAINED AGREEMENT PROCESS AT SAG-AFTRA

1. Union holds Wages & Working Condition Meetings (W&Ws)

2. SAG-AFTRA President appoints a Negotiating Committee

3. Negcom conducts Plenary

4. Negotiations Occur

5. Negcom Approves the deal that results from bargaining

6. National Board Approves the deal

7. Member Referendum is held for the membership to vote on the deal.

- Receive member input on issues working under the specific Agreement

- Comprised of member that represent the Union both functionally and geographically
- NegComs vary in size (13 for interactive, Approx. 50 for TV/Theatrical)

- Adjudicates, Sorts, and Prioritizes issues and develops a negotiating package

SINGLE EMPLOYER BARGAINED AGREEMENT PROCESS AT SAG-AFTRA

- 1. Staff negotiates the deal based on existing Agreements**
- 2. National Board or Executive Committee (EC) approves the deal**

The National Board meets quarterly. Often there are so many Agreements that the EC approves because they can meet more often.

****This process can have varying levels of member/leader involvement.**

For example, the Interactive Negcom pushes to negotiate and approve each employer agreement; the Netflix agreement had an appointed member Negcom and went to full union referendum.

REPLICA STUDIOS AGREEMENT - INFORMED CONSENT

- **May only be granted for 1 year for development of a model.**
- **May be granted for 3 years for use in a foundational model.**
- **Must be granted if using pre-existing recordings to build a model.**
- **Upon death, the consent right passes to the Performer's estate.**
- **May be granted for 1 project at a time for use in video games.**
Pre-production use of the model for the term of 2 years with a 1 year renewal option.
- **Must include a full and forthright description of use in the game.**
- **Must obtain Performer's further consent based on new or changed information.**

REPLICA STUDIOS AGREEMENT - COMPENSATION

Development of a model

- **Session Fees**

- 1.4 hr session – IMA Scale

- 2.6 hr session – 2 x IMA Scale

- 3. Pre-existing recordings – IMA Scale

***No Licensed use allowed**

Licensed Use of a model for video games – Addendum A, Schedule I

- Pre-production (Scratch) – 2 x IMA Scale for first 2 years of unlimited scratch use with 1 year renewal option for IMA Scale

- Compensation is per license.

- Each License is defined as a new Union project number

Licensed Use of a model for video games – Addendum A, Schedule II

- Use in a paid release – For the first 300 lines or 3000 words – IMA Scale + 1st secondary payment

- For each additional 300 lines or 3000 words – IMA Scale

- IMA Secondary Compensation provisions (multi-session payments) apply

REPLICA STUDIOS AGREEMENT - TRANSPARENCY



• Full and forthright description of use

- The name or code name of the game;
- The genre of the game;
- Whether the License is for use in a game based upon a previously published intellectual property, including any film, television program, novel, play, videogame, or other work;
- The size of the role or the extent to which the Digital Voice Replica will be used in the project including, if known, the anticipated number of lines of dialogue;
- Whether the Digital Voice Replica is being used for a role Performer previously portrayed in any other work;
- Whether the License allows the Digital Voice Replica to be used for content that contains profanity, depicts sexual situations, is religious, endorses or advocates for a political position or candidate, or would be considered controversial by a reasonable person;
- Whether the License is for a project that will include commercial sponsors, and/or if the
- Digital Voice Replica will be used in advertisements, which shall include in-game advertising.;
- The gender, racial, and ethnic identity of the character(s) for which the Digital Voice Replica will be used, including whether the appearance of the character(s) will be customizable, and whether such customization is by the player or by the system.

Replica must notify in the event of a data breach.

Replica is responsible for Licensee's compliance or noncompliance.

In the event of a claim, Replica must provide the union information necessary to verify Licensee compliance. (Audit right)

Replica shall use commercially reasonable best efforts during the term of this Agreement to develop and implement a method of tracking usage of each Digital Voice Replica.

Credits of the project shall disclose that AI-generated Digital Voice Replicas have been used in the Project.



AI LEGISLATION



In the US Senate

Senate Draft - The NO FAKES Act (Nurture Originals, Foster Art, and Keep Entertainment Safe Act of 2023)
S.2691 The AI Labeling Act

In the US House

House Draft - The NO AI FRAUD Act
(No Artificial Intelligence Fake Replicas and Unauthorized Duplications Act of 2023)
H.R.6466 The AI Labeling Act
H.R.3831 The AI Disclosure Act
H.R.6881 AI Foundation Model Transparency Act of 2023

In the CA legislature

California AI Accountability Act
SB294 The Safety in Artificial Intelligence Act
AB459 Contracts against public policy: personal or professional services: digital replicas

In the TN Legislature

The ELVIS Act (Ensuring Likeness Voice and Image Security Act)

SAG-AFTRA CONTRACTS

SAG-AFTRA Agreements with Digital Replica & AI provisions

- **-The Codified Basic Agreement for TV/Film (the CBA)**
- **-The Replica Studios Agreement**
- **-The Interactive Media Agreement (in negotiations)**
 - The Promulgated Tiered-budget Interactive Agreements and Localization Agreement (in draft)**
- **-The Animation Agreements for TV (in negotiations)**
- **-Other single employer Agreements (in negotiations)**



AI TECHNOLOGY

SAG-AFTRA is partnering with companies to explore Digital Rights Management (DRM) platforms to attribute work to Performers and ensure proper digital paths for Consent and Compensation.

Companies are exploring the potential of copyrighting Image, voice, and likeness of Digital Replicas both video and audio – Will be adjudicated by the US Copyright office.

Companies are exploring the use of digital watermarks, blockchain, and other emergent technologies to track files.

Companies are exploring AI systems that detect Generative AI content in final products.