

PLEASE NOTE:

1. This rider is only necessary if the contract you get from the client does not already address Artificial Intelligence (AI) or “cloning” your voice.
2. This is not a “take it or leave it” Rider. The client may have issues or want to change some of the language. Changing language is normal for any contract. If they want to change it and you don’t know what to do, or if you aren’t sure it’s already covered in their agreement, please contact NAVA, and we will refer you to an Attorney to review the rider and any requested changes.

**ARTIFICIAL INTELLIGENCE RIDER**

THIS RIDER is attached to the Agreement dated \_\_\_\_\_ between the parties \_\_\_\_\_ (Talent) and \_\_\_\_\_ (Client) and is intended to replace and supersede any conflicting language in that Agreement. (This sentence means that if something is different in the original agreement, then this agreement will control in Court.)

- 1) Client expressly agrees not to utilize any portion of the Talent’s file, recording or performance of Talent for purposes other than those specified in the initial Agreement between the parties, including but not limited to creation of synthetic or “cloned” voices or for machine learning.
- 2) Specifically, Client shall not utilize any recording or performance of Talent to simulate talent’s voice or likeness, or to create any synthesized or “digital double” voice or likeness of Talent.

Most clients agree with the language in Paragraphs 1 and 2. If they push back on these, then they may be planning on using the recordings for voice cloning or AI, so be sure to ask for more info about usage.

- 3) Client specifically agrees not to sell or transfer ownership to all or part of any of the original files recording the performance of Talent to any third party for purposes of using the files for Artificial Intelligence, such as text to speech, or speech to speech uses, without Talent’s knowledge and consent.
- 4) Client agrees not to enter into any agreements or contracts on behalf of Talent which utilizes all or any part of any of the original files recording the performance of Talent for purposes of using the files for Artificial Intelligence, such as text to speech, or speech to speech uses, without Talent’s knowledge and consent.

Some clients may think you are trying to restrict how they sell or use the end product after production with this paragraph, but that is not the intent. Paragraph 4 says that they won’t sell or transfer your original recordings so that your voice can’t be cloned. If the client want to use

the files to fix or add something in this particular job that they hired you for, that is not prevented by this paragraph.

- 5) Client agrees to use good faith efforts to prevent any files of recordings or performances stored in digital format containing Talent’s voice or likeness from unauthorized access by third parties, and if such files are stored in “the cloud” Client agrees to utilize services that offer safeguards through encryption or other “up-to date” technological means from unauthorized third party access.

This is self explanatory, and it is not a be all end all in case a hacker gets a hold of your files. It just says the client will use their best efforts to prevent that instead of doing nothing.

TALENT

CLIENT

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Dated:

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