*These Scope of Work (SoW) templates are meant for education only and do not constitute legal advice from NAVA or any of its officers or members. You should always consult your own attorney or agent to review the terms of any contracts you are offered to fully protect yourself in your particular situation.***Scope of Work (SoW) To Provide Voiceover Services**

Non-Union Industrial, Non-Broadcast, and Non-Paid Media Template

**Date of Agreement:**

**Voice Actor:**

**Client:**

**Title of Project:**

**Date of Recording:**

**Rate:**  Option 1: The Voice Actor will be compensated a session fee of $      per hour. There is a minimum of       hour(s), and time will be billed in       hour increments after the minimum is met.

Option 2: The Voice Actor will be compensated a rate of $      per word/finished minute/hour, with a minimum billed rate of $     .

Option 3: The Voice Actor will be compensated a rate of $      per video.

**Project Usage:**  Internal Audiences (i.e. not available to the general public)

External Audiences with no paid media spend. (i.e. public websites, tradeshows, materials, kiosks, or spaces that can be accessed by the general public.

**Length of Usage:**  In perpetuity. The Client may use the Project in non-paid media as long as it’s useful.

The client may use the Project for a period of       years/months.

**Renewals:** If the usage is not in perpetuity, should the Client wish to renew the usage at the end of the negotiated term, the Project can be renewed for       at a rate of $     .

**Revisions:** Option 1: Revisions, or pick-ups, are not included. If revisions are needed after the recording session, they will be billed to the Client by the Voice Actor at a rate of $      per      .

Option 2:       round(s) of revisions are included. If *additional* revisions or pick-ups are needed, they will be billed to the Client by the Voice Actor at a rate of $      per      .

**Compensation:** The Voice Actor will submit an itemized invoice and relevant tax document(s) to the Client or their designee promptly at the conclusion of the recording session. The Client will remit payment to the Voice Actor per the invoice instructions within 30 days of receiving the invoice.

**Copy of Final Project:** If possible, Client agrees to provide a copy, or a portion of the finished Project to Voice Actor. Client agrees that Voice Actor may use all or a portion of the Project on Talent’s website or voiceover demo(s), for promotional purposes of Voice Actor’s voice over services.

**Additional Terms:** The Voice Actor and the Client may agree to do a "checkpoint approval" of a small portion of the text to agree on pace and tone before the Voice Actor records the entire project. The Client agrees to provide the Voice Actor with pronunciation guidance on any proper names or difficult vocabulary. The Project and this SoW to Provide Voiceover Services is subject to the Artificial Intelligence (AI) Rider, which is included in this document as "Schedule A."

This SoW to Provide Voiceover Services is agreed to by the undersigned:

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Voice Actor Signature Client Signature

     

Voice Actor Name Printed Client Name Printed

     

Date Signed Date Signed

**Scope of Work (SoW) To Provide Voiceover Services**

Schedule A - Artificial Intelligence (AI) Rider

THIS RIDER is attached to the SoW dated       between the parties       (Voice Actor) and       (Client).

1) Client expressly agrees not to utilize any portion of the Voice Actor’s file, recording or performance, or the underlying data, of Voice Actor for purposes other than those specified in the initial SoW 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 Voice Actor, or the underlying data, to simulate talent’s voice or likeness, or to create any synthesized or “digital double” voice or likeness of Voice Actor.

3) Client specifically agrees not to sell or transfer ownership to all or part of any of the original files recording the performance of Voice Actor, including any underlying data, to any third party for purposes of using the files for Artificial Intelligence (AI), such as text to speech, or speech to speech uses, without Voice Actor's knowledge and consent.

4) Client agrees not to enter into any agreements or contracts on behalf of Voice Actor which utilizes all or any part of any of the original files recording the performance, or the underlying data, of Voice Actor for purposes of using the files for Artificial Intelligence, such as text-to-speech, or speech-to-speech uses, without Voice Actor's knowledge and consent.

5) Client agrees to use good faith efforts to prevent any files of recordings or performances, or the underlying data, stored in digital format containing Voice Actor’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 Artificial Intelligence (AI) Rider is agreed to by the undersigned:

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Voice Actor Signature Client Signature

Voice Actor Name Printed Client Name Printed

Date Signed Date Signed