



Contract **BULLETIN**

A.I. for Sound Recordings

SOUND RECORDINGS

SAG-AFTRA's Sound Recordings Contract

The first-ever collectively bargained guardrails to ensure ethical and responsible use of artificial intelligence in the music industry.

Protections include:

The terms “artist,” “singer,” and “royalty artist,” under this agreement only include humans.

Consent is required prior to the release of a sound recording using digital replication of an artist's voice.

- Must be clear and conspicuous.
- Must be in a separate writing, not embedded in the royalty agreement or performer contract.
- Must include reasonably specific details of the intended use.
- Blanket consent generally prohibited; consent must be obtained on a per-project basis.
 - Special rules for blanket consent for asset sales for high-earning royalty artists as defined.
- Consent must be obtained from the representative or estate of deceased artists if not obtained from them during their lifetime.
- Takedown remedy for any tracks with disputed consent, and damages available if takedown is not effectuated right away.

Minimum compensation terms for use of digital replica with consent in a released track.

- Royalty artists per their royalty agreement.
- Non-royalty artists (session singers) — minimum of three sides per project, subject to negotiation upwards.

Notice is required. A minimum of 48 hours' notice of any recording session for the purpose of creating a digital replica, and such session is paid as work time.

Generative Artificial Intelligence (“GAI”) provisions.

- First-ever explicitly defined compensation requirements for the release of a sound recording containing a synthetic vocal performance using GAI
- If creating a purely synthetic voice track, as defined, the labels will:
 - Pay the digital exploitation payments (streaming royalties) required by the Code to the Sound Recordings Distribution Fund (SRDF) as though a human performer had voiced the track.
 - If licensing the track for use in any other medium, the label will give the union notice that such a track has been licensed, provide specified information about the license, and will negotiate with the union in good faith for compensation for such use.

Semi-annual meetings.

- Each label agrees to meet twice annually at the union's request to discuss the label's current and planned activities with respect to generative artificial intelligence.

**Covers the period from January 1, 2021, through December 31, 2026.*

QUESTIONS?

If you have any questions about A.I., email AIQuestions@sagaftra.org.