



COMPARISON OF UNION AND EMPLOYER PROPOSALS ON ARTIFICIAL INTELLIGENCE

UNION PROPOSAL	EMPLOYER PROPOSAL
<i>Definition of Digital Replica</i>	
<p>Under the union’s proposal, any digital model that is capable of generating new performance is a “digital replica.” When an employer wants to use a digital replica, the original performer is eligible for protections that ensure consent, compensation and transparency.</p>	<p>Under the employer’s proposal, a digital model that is capable of generating new performance is ONLY a “digital replica” (meaning, eligible for the protections that ensure consent, compensation and transparency) if:</p> <ul style="list-style-type: none"> ● The new performance generated is “readily identifiable and attributable to that performer.” <ul style="list-style-type: none"> ○ When you render a voice or movement performance for a character in a video game, that character is often not identifiable as you. This creates a loophole that circumvents protections. ● There is a one-to-one relationship between a single performance and a single character. <ul style="list-style-type: none"> ○ This is not how video games are made. The work of multiple performers goes into the creation of a single character. This language creates another significant loophole. ● The employers deem you to be a “performer” in the first place. <ul style="list-style-type: none"> ○ Employers have stated explicitly that they do not believe that the work that movement performers do qualifies as “performance.” They consider it “data.”

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Informed Consent

In order to obtain your consent to make a digital replica of you, the employer **MUST** disclose:

- The same information about the game you currently receive when you are hired. (*i.e.*, code name; whether the game is based upon existing intellectual property; whether you are being asked to reprise a role from a prior game; genre; and whether there will be profanity, content of a sexual or violent nature or racial slurs)
- Whether your voice will be used for procedurally generated dialogue (*i.e.*, dialogue that is either combined or written in real time by the game. The nature of procedurally generated dialogue means it is impossible to know in advance what will be spoken in your voice).
- Whether your digital replica will be used for dialogue that is religious, endorses or advocates for a political position or candidate, or is pejorative of a protected class.
- Whether your voice will be blended with any other voice to make the digital replica.

After receiving the above information, the performer would then have the right to negotiate the terms of their digital replica or reject the creation of a replica, or the job, entirely.

In order to obtain your consent to make a digital replica of you, the employer **NEED ONLY** disclose:

- The same information about the game as when they hire you to work in person (*i.e.*, code name; whether the game is based upon existing intellectual property; whether you are being asked to reprise a role from a prior game; genre; and whether there will be profanity, content of a sexual or violent nature or racial slurs)
- Whether your voice will be used for procedurally generated dialogue.
- The employer will **NOT** need to tell you if the dialogue that will be spoken in your voice is religious, endorses or advocates for a political position or candidate, or is pejorative of a protected class.
- The employer will **NOT** need to tell you whether your voice will be blended with any other voice to make the digital replica.
 - This means they will be able to circumvent all protections.

Again, per their offer, you will only receive A.I. protections if there is a “one-to-one relationship” between a single character and a single performance. If they create a digital replica of you by blending your performance with that of another actor, you will no longer have any protections.

Use of Digital Replicas During Strikes

Your consent to be digitally replicated is suspended during any strike action, meaning your digital replica cannot be used to generate performance data for video games during any strike of the IMA.

Your consent to be digitally replicated is only suspended during a strike action for games that commence production after the union serves notices of termination of the IMA. For any other games, the employer can continue to use your digital replica to make it appear that you are working on video games during a strike. In addition, if your digital replica is being used for procedurally generated

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	dialogue, the employer can continue to use your replica during a strike, even in a struck game.
<i>Digital Replica Uses Requiring Consent and Compensation</i>	
Any use of your digital replica requires consent and compensation. This includes using your digital replica to create scratch — or placeholder material — for your character during the game’s production cycle.	Only the use of your digital replica in the commercially released version of a game requires consent and compensation. <ul style="list-style-type: none"> This means, the use of your digital replica for any non-monetary release including scratch, trailers and promos, and beta versions of a game will not require any consent or compensation. Per their definition, your digital replica can also be used to make digital alterations so long as they do not change the "fundamental character" of your performance without consent or compensation, creating an enormous loophole for producers to exploit.
<i>Minimum Compensation for Digital Replica Use</i>	
<p>The employer must pay you one limited integration fee (currently, \$xxx) for every 300 lines, or portion thereof, spoken by your digitally replicated voice.</p> <p>For on-camera uses of your digital replica, the employer must pay no less than a full integration fee per game. If your digital replica is used to both speak lines AND perform on camera, you must be paid the higher of the two rates.</p>	<p>The employer must pay you one limited integration fee (currently, \$xxx) for every 300 lines, or portion thereof, spoken by your digitally replicated voice.</p> <p>For on-camera uses of your digital replica, the employer must estimate the number of sessions you would have had to work to do the work done instead by your digital replica and pay you not less than scale for that number of sessions.</p>
<i>Digital Replication of Overscale Performers</i>	
All performers have the same rights to consent, compensation and transparency, no matter how much they are paid.	Performers paid more than five times scale (currently, \$xxx) have no rights with respect to their digital replica at all. No digital replica provisions — including those relating to consent, compensation and transparency — will apply to such performers.

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<i>Right to Information About How Your Digital Replica Is Used</i>	
<p>Employers will work in good faith with the union during the term of the agreement to develop a usage report. This report would give performers full, forthright and up-to-date information about how their digital replica has been used. This allows performers to confirm they are being paid appropriately and that the company is complying with their contract. In the interim, employers will cooperate with any request for information necessary to verify compliance with the agreement.</p>	<p>During the term of the agreement, employers will "discuss the feasibility" of developing systems to track how digital replicas are used. Employers will not commit to providing any information about usage, including information necessary to verify compliance with the agreement.</p>
<i>Generative Artificial Intelligence/Synthetic Performance</i>	
<p>Performers must consent and be paid no less than scale before their name, or the name of a character that they are uniquely identified with, is used to prompt a GAI system in order to generate a synthetic performance of any kind.</p> <p>To enable the union to assess the impact of GAI systems/synthetic performance on covered work, employers will provide a report to the union within 90 days of completion of a game. This report will identify all characters whose voices and/or visual representations are created through GAI systems.</p>	<p>Performers must consent and be paid no less than scale before their name can be used to prompt a GAI system in order to generate a synthetic voice performance. But, employers may prompt a GAI system for this purpose using the name of a character with which the performer is uniquely associated without any consent. Employers have extended no GAI protections for on-camera performances, meaning they could use a performer's name or character to prompt a GAI system to generate synthetic on-camera performance without compensating that performer or obtaining their consent.</p> <p>Employers will provide notice to the union if they intend to use a synthetic vocal performance in a commercially released version of a game. They agree to bargain with the union over any appropriate considerations, if any, associated with such use.</p>