

## **Replica Studios Agreement for Digital Voice Replicas FAQs**

The SAG-AFTRA Replica Studios Agreement for Digital Voice Replicas is a groundbreaking, innovative new contract that establishes terms for the creation and use of digital replicas of performers' voices. This Agreement sets important standards for safe and ethical digital voice replica creation and use, including requirements for: safe storage of performer data; transparency around the nature of the intended use of a digital voice replica, allowing for informed performer consent for all uses; fair minimum compensation, and pension and health contributions.

The Agreement was years in the making, with member input and oversight throughout the process. It was unanimously approved by both the committee overseeing it — made up of voice actors working in the video game industry — and the union's National Executive Committee.

It clearly illustrates SAG-AFTRA's intent and ability to work with employers to create terms that benefit and protect our members, including around new and rapidly emerging technologies.

### **Frequently Asked Questions**

#### **What is the Replica Studios Digital Voice Replica Agreement?**

The Replica Studios Agreement is an innovative, groundbreaking pair of contracts governing the development and use/licensing of digital voice replicas created by Replica Studios. Although we are currently in negotiations with other companies and anticipate that these terms will become the standard going forward, this agreement only relates to Replica Studios.

The agreement is made up of two parts — a “development” agreement, which sets terms for the initial creation of digital voice replicas and Replica Studios' own internal use of the replicas (such as for development and demonstration purposes); and a “licensing and external use” agreement that governs how Replica Studios and its clients can use the replicas in the creation of video games.

We have created a simple [summary](#) of the key terms or you can review the [full Agreement](#).

#### **Who bargained and approved the Replica Studios Agreement?**

The Replica Studios Agreement was bargained and unanimously approved by the Interactive Media Negotiating Committee, the SAG-AFTRA committee with oversight of this contract area. It is made up of actors who regularly work in the video game industry. The committee members were involved throughout the negotiation process, including in setting the minimum terms for negotiations. They also had the opportunity to meet with Replica Studios to ask questions and provide feedback directly to its founder and CEO.

Following the committee's approval, the Replica Agreement was unanimously approved by SAG-AFTRA's Executive Committee.

### **How does the Replica Studios Digital Voice Replica Agreement relate to the Interactive Media Agreement?**

This is not part of any other agreement — it is its own, standalone agreement. We continue to be in negotiations with the major video game companies to achieve the protections we need in the Interactive Media Agreement, including AI protections, and the strike authorization we have already secured remains a tool to be deployed in that negotiation if needed. That said, the terms in the Replica Studios Agreement are in alignment with and support the Interactive Media Agreement negotiations as a concrete act of compliance with the transparency, consent, and compensation we are bargaining for in the IMA .

### **Why wasn't there a member referendum on the Replica Studios Digital Voice Replica Agreement?**

Unlike the recently-approved AMPTP contract, which is a national contract setting terms for a multi-employer bargaining unit, the Replica Studios agreement only sets terms for a single company. Pursuant to the SAG-AFTRA Constitution, single employer agreements are approved by the Executive Committee (or National Board) and are not sent out to membership referendum.

### **Why are you announcing the Replica Studios Agreement now?**

Member viewpoints on AI vary greatly, from those who would like to ban it to those who are excited about the opportunities it presents. The Replica Studios Agreement is a forward-looking agreement that provides important protections for performers in a rapidly-developing area.

Entering into a contract like this now, as use of AI technology in the video game industry is still developing, allows us to help guide the industry toward fair compensation and working conditions for professional performers. The “experimental” one-year term means we can quickly negotiate adjustments with Replica Studios should new circumstances come to light that warrant a change in terms.

### **Why are you saying the Replica Studios Agreement is “groundbreaking”?**

All the terms and agreements we are negotiating around AI technology are breaking new ground. There are new and novel considerations related to digital recreation and use of a performer’s voice that are not present in connection with work performed live, all of which must be considered and addressed. In addition, the agreement expands coverage to include “scratch tracks” which have traditionally not been done by professional performers under union contracts. This is just one example of the expansion of work opportunities made possible under this agreement.

### **Why agree to allow the creation of Digital Voice Replicas at all?**

While we understand and respect that some members strongly oppose any use of AI in entertainment, there are other members who are eager to embrace new income streams, and there are also members who would engage with new technologies under the right circumstances. The reality is that this area is already developing, with foreign and non-union companies setting terms and conditions that, at best, are below what our members expect or, at worst, are highly exploitative. The Replica Studios Agreement is an important step toward setting fair terms that will protect our members in this new space into the future.

### **What are the terms of the Replica Studios Digital Voice Replica Agreement?**

The Replica Agreement covers only the creation of digital voice replicas for development purposes and for use in and in connection with video games. We have created a simple [summary](#) of the key terms of the Agreement, and you can also review the [full agreement](#).

In addition to setting minimum rates for the creation of a performer's digital voice replica and for the use of their digital voice replica in video games, the contract sets several key protective terms that have been at the heart of our efforts to create guardrails around AI. These protective terms include, among others: transparency around the content a digital replica will be used to create; performer consent for use of their replica in any new project; limitations on the amount of time a performer's replica can be made available without further payment and consent; limits on confidentiality / non-disclosure agreements ("NDAs"); and data security protections, including for the digital voice replica.

### **What are the compensation terms in the Replica Studios Agreement?**

Compensation is based on the provisions of our Interactive Media Agreement ("IMA") which covers professional performers working on video games.

For work performed to create the digital replica, compensation is based on the IMA session rates currently in effect (\$956.75 for a 4-hour session).

Use of digital replicas as a principal character in a video game is based on the IMA's "limited integration" terms. Replica, or its clients, are required to pay a 4-hour session fee per 300 lines of dialogue (or 3,000 words). Performers are also entitled to the same secondary "additional compensation payments" required by the IMA when their digital replica is used in a video game.

"Atmospheric voices" — those ancillary voices that do not advance the story, such as the townspeople NPC yelling a greeting as the player character passes by — are permitted upon payment of a session fee and compliance with additional conditions, including minimum hiring requirements and additional notice requirements.

The agreement also sets compensation terms for "pre-production" uses, often referred to as "scratch tracks." This is work that is often done internally during a game's development and for which our members are rarely employed. Replica or its clients can use a performer's digital voice replica in connection with a game's development for up to two years upon payment of a

minimum of two-times the 4-hour session fee rate. It can be extended on an annual basis for payment of another session fee.

If Replica wants to use pre-existing recordings of a performer, including a deceased performer, to create a digital replica, it must obtain consent and negotiate compensation at no-less than the 4-hour session rate.