



SAG-AFTRA.



VIDEO GAME STRIKE

**This chart does not represent every proposal and response in the negotiation; rather, it focuses on recent exchanges relating to AI.*

**PURPLE text indicates language that has been tentatively agreed to by both the union and the employers.*

UNION PROPOSAL		EMPLOYER PROPOSAL	
Contract Language	What it Means	Contract Language	What it Means
Coverage			
The following definitions and provisions shall apply on or after [insert date that is the first Sunday that is 90 days after the developers' receipt of notice of ratification] and with respect to new Digital Replication and/or Generative Artificial Intelligence uses regardless of when the underlying performances were rendered.	Any Digital Replica or Generative AI USE is protected regardless of where or when the underlying performance was sourced. This is the standard in our other Agreements.	The following shall apply to Services rendered and uses of the results and proceeds of a Performer's services recorded on or after [insert date that is the first Sunday that is 90 days after the developers' receipt of notice of ratification.] The parties reserve their respective positions and rights as to the scope of mandatory coverage under the Interactive Media Agreement.	Digital Replica and Generative AI protections only apply to services provided after this Agreement is signed. Previous game work (including Sideletter 6 games) and un-covered work (anything available in public; YouTube, websites, etc.) are carved out with no transparency, consent or compensation. This makes the entire AI protection provision useless.
Processing Practices			
"Processing Practices" means the processing, editing, rearranging, altering, or manipulating of Material for purposes such as without limitation clarity, noise reduction, timing and speed, pitch and tone, sweetening, layering, stitching, effects, filtering, extending, retargeting, color correction, latticing, character rigging and skinning, character blendshapes, mesh, texture and animation cleanup and polishing, and visual asset cleanup.	Tentative agreement on a list of Processing practices so the new AI protections don't prevent Employers from continuing to make games using traditional technology and techniques.	"Processing Practices" means the processing, editing, rearranging, altering, or manipulating of Material for purposes such as without limitation clarity, noise reduction, timing and speed, pitch and tone, sweetening, layering, stitching, effects, filtering, extending, retargeting, color correction, latticing, character rigging and skinning, character blendshapes, mesh, texture and animation cleanup and polishing, and visual asset cleanup.	

UNION PROPOSAL		EMPLOYER PROPOSAL	
Contract Language	Plain Language	Contract Language	Plain Language
Definition of Digital Replica			
<p>"Vocal Digital Replica" means a replica (i) created using digital technology; (ii) that is an electronic representation of a Performer that is readily identifiable as or attributable to that Performer (including in the role of a character) through contracts or other regular business records; and (iii) used to independently generate new Material, not previously recorded by such Performer.</p> <p>"Visual Digital Replica" means a replica (i) created using digital technology; (ii) that is an electronic representation of a Performer that is readily identifiable as or attributable to that Performer (including in the role of a character) through contracts or other regular business records; and (iii) used to independently generate new Material, not previously recorded by such Performer.</p> <p>Visual Digital Replica(s) and Vocal Digital Replica(s) may be referred to collectively herein as "Digital Replica(s)."</p>	<p>One of the significant employer accommodations we have made is accepting a "recognizability standard," that the Digital Replica must be readily identifiable as (employer language) or attributable to (Union language) a Performer. We believe attribution can be accomplished objectively by what we call "regular business records" (i.e., your work contract). This is the standard that exists in the Animation Agreement. Without that attribution, the Digital Replica will not be covered if it isn't readily identifiable as you. That decision would be the Employer's subjective opinion.</p>	<p>"Vocal Digital Replica": "Vocal Digital Replica" means a digital replica capable of algorithmically generating new vocal performances in the voice of a specific Principal Performer that is: (i) created using digital technology; (ii) created primarily from the covered vocal performances of the Performer; and (iii) used to independently generate new vocal performances, not previously recorded by the Performer and in lieu of that Performer, that are objectively identifiable as that specific Performer (including in the role of a character).</p> <p>"Performance Digital Replica": "Performance Digital Replica" means a digital replica capable of algorithmically generating new visual performances of a specific Principal Performer in particular role(s) that is: (i) created using digital technology; (ii) created primarily from the covered visual performances of the Performer; and (iii) used to intentionally and independently generate new visual performances of the Performer in specific role(s) in scripted cinematic content, not previously recorded by the Performer and in lieu of that Performer, where those visual performances are objectively identifiable as the Performer (including in the role of a character).</p> <p>Visual Digital Replica(s) and Vocal Digital Replica(s) may be referred to collectively herein as "Digital Replica(s)."</p>	<p>A digital model only counts as a "Digital Replica" if it meets three specific criteria. Otherwise it is not covered. Those criteria are:</p> <ol style="list-style-type: none"> 1) It is "objectively identifiable" as a specific performer. We mostly perform characters that are not identifiable as us. We offer objective criteria in the form of regular business records to attribute the performance to a Performer but they have so far rejected it. 2) In response to questions, they confirmed that specific Principal Performer means a one-to-one relationship between a single character and actor. If your voice or movement are blended, you may be carved out; and movement performance is almost always blended. 3) Covered performances - They consider publicly sourced material (your voice from YouTube, websites) to be eligible for AI use without coverage. Additionally, Employers have stated explicitly that they do not believe that the work that movement performers do qualifies as "performance" so they don't have to cover it.

UNION PROPOSAL		EMPLOYER PROPOSAL	
Contract Language	Plain Language	Contract Language	Plain Language
<i>Procedural Generation vs Real-Time Generation</i>			
<p>"Real-Time Generation" means Generative Artificial Intelligence generated performance Material created during gameplay including cinematics in any publicly released version of the Program.</p>	<p>Procedural generation is a computing technique that uses algorithms to create content instead of manually designing it. It's a broad, general definition that covers types of dynamic dialogue used in game development for a very long time, such as by recording actors saying specific words or phrases that are assembled or stitched together by the game (concatenation), depending on the actions of the player. This is like the game making a quilt from pre-recorded quilt pieces. Employers have also correctly pointed out that this is how nearly all movement performance is executed during gameplay; often the player can hit action buttons in open-ended sequences and the game characters respond dynamically.</p> <p>We propose that if developers use your Digital Replica to create lines or phrases during game development and ship them as part of the finished asset library or database the game uses, you would be paid based on Limited Integration (per 300 lines) as described below. We are accommodating employers with respect to procedurally generated movement, as an existing Processing Practice that does not require new control or compensation.</p> <p>To further accommodate employers, we are proposing a new, narrower term, "Real-Time Generation," as a way to refer to a subset of procedural generation newly possible due to GAI: the ability to use Digital Replicas to create the "quilt pieces" themselves (i.e., whole words/phrases/conversations or whole new individual animations) while the player plays the game. We tie it to GAI specifically in order to leave aside traditional procedural generation and traditional forms of game-related AI as Processing Practices.</p> <p>Real-Time Generation is a new function that actors cannot perform traditionally and that could potentially create infinite new performance in a game. Actors must be properly informed of their Digital Replica being used for this, and it must be paid for in its own way.</p>		<p>We have proposed the new term "Real-Time Generation." Employers are using the term "Procedural Generation." This meaningful term difference is embedded in key provisions of consent, transparency, and compensation.</p>

UNION PROPOSAL		EMPLOYER PROPOSAL	
Contract Language	Plain Language	Contract Language	Plain Language
Definition of Informed Consent			
<p>“Consent” means consent that is set forth in writing in a clear and conspicuous manner and may be obtained through an endorsement or statement in the Performer’s employment contract that is separately signed, checked, or initiated by the Performer or in a separate writing that is signed by the Performer. The employment contract or separate writing must disclose a reasonably specific description of the intended use of the Digital Replica including : (i) the information described in Article II, Section 8.A; (ii) whether the Performer’s voice will be blended with any other voice and (iii) whether the Performer’s Digital Replica will be used for Real-Time Generation of vocal performance Material. If the Employer meets the foregoing requirements in or with such writing, then “Consent” permits the Employer to use the Digital Replica for such roles, including all permitted uses under this Agreement. If such information is not provided in or with such writing, Employer must obtain separate consent for use of the Digital Replica for such roles.</p>	<p>In order to obtain your consent to make a Digital Replica of you, the employer MUST disclose a number of important things:</p> <p>Whether your voice will be blended with any other voice to make the Digital Replica.</p> <p>We have tentative agreement that Performers will receive a “Reasonably Specific Description of Intended Use.” This is a standard from recently passed state laws and our other Union agreements.</p> <p>We have tentative agreement that Performers will receive 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).</p> <p>While this info is optional when hiring you in person, when using a Digital Replica, it is required to account for the loss of agency over your performance since you're not required to be there to create it.</p> <p>Whether your voice will be used for Real-Time Generation of Material; basically a GAI chatbot. New dialogue created as the player plays the game, rather than created and shipped as part of game development. The nature of Real-Time Generation of dialogue means it is impossible to know in advance what will be spoken in your voice.</p>	<p>“Consent” means consent that is set forth in writing in a clear and conspicuous manner and may be obtained through an endorsement or statement in the Performer’s employment contract that is separately signed, checked, or initiated by the Performer or in a separate writing that is signed by the Performer. The employment contract or separate writing must disclose a reasonably specific description of the intended use of the Digital Replica including: (i) the information described in Article II, Section 8.A; and (ii) whether the Performer’s Digital Replica will be used for procedurally generated dialogue. If the Employer meets the foregoing requirements in or with such writing, then “Consent” permits the Employer to use the Digital Replica for such roles, including all permitted uses under this Agreement. If such information is not provided in or with such writing, Employer must obtain separate consent for use of the Digital Replica for such roles.</p>	<p>The employer will NOT need to tell you: Whether your voice will be blended with any other voice to make the Digital Replica. If your voice or movement are blended, the model no longer meets their definition of a Digital Replica and you may be carved out of coverage.</p> <p>We propose the term “Real-Time Generation.” Employers are using the term “Procedural Generation.”</p>
Definition of Performer			
<p>“Performers”: The term “Performers” means persons who speak, act, sing, move or in any other manner perform in Material for Interactive Programs. [Additions are for clarity and do not represent a change in the Union’s long-standing position on coverage.]</p>	<p>SAG-AFTRA is a performers union. Our members that do movement work are Performers. We have included this clarification because Employers have introduced proposals that would carve out these Performers from coverage.</p>		

UNION PROPOSAL		EMPLOYER PROPOSAL	
Contract Language	Plain Language	Contract Language	Plain Language
General Use of Digital Replicas			
The Employer must obtain the Performer’s Consent (or, if the Performer is deceased, the Consent of the Performer’s estate or authorized representative, as required by applicable law) and negotiate compensation as described below, prior to the use of a Digital Replica of a Performer. Any Consent that the Performer granted during the Performer’s lifetime shall continue to be valid after the Performer’s death unless explicitly limited otherwise at the time of the initial Consent. Employer shall exercise its rights to use Digital Replica(s) under this Section consistent with its obligations under Article I, Section 20 of this Agreement.	We have tentative agreement on a lot of terms here: A requirement for consent before using a Digital Replica, including deceased Performers. This standard was set in law and other union agreements.	The Employer must obtain the Performer’s Consent (or, if the Performer is deceased, the Consent of the Performer’s estate or authorized representative, as required by applicable law) and negotiate compensation as described below, prior to the use of a Digital Replica of a Performer. Any Consent that the Performer granted during the Performer’s lifetime shall continue to be valid after the Performer’s death unless explicitly limited otherwise at the time of the initial Consent. Employer shall exercise its rights to use Digital Replica(s) under this Section consistent with its obligations under Article I, Section 20 of this Agreement.	
Except as provided in Article I, Section 18 “Trailers; Promotions,” use of Material from Digital Replicas from an Interactive Program in a Linear Program shall be subject to Reuse provisions, as applicable, pursuant to Article I, Section 17 of this Agreement.	Allowing the use of Digital Replicas under the Trailer/ Promo provision. One of our major moves in the Employer’s direction in an effort to make a deal, by keeping our focus on the core principles of AI consent, transparency and compensation.	Except as provided in Article I, Section 18 “Trailers; Promotions,” use of Material from Digital Replicas from an Interactive Program in a Linear Program shall be subject to Reuse provisions, as applicable, pursuant to Article I, Section 17 of this Agreement.	
Performer’s Consent for the use of the Performer’s Digital Replica other than in the Interactive Program for which it was originally created must be obtained prior to the use of the Digital Replica, but may not be obtained at the time of initial employment.	Consent for Digital Replica use is per project, not per franchise or in perpetuity. This is a standard in union agreements.	Performer’s Consent for the use of the Performer’s Digital Replica other than in the Interactive Program for which it was originally created must be obtained prior to the use of the Digital Replica, but may not be obtained at the time of initial employment.	
No consent is required for Processing Practices.	Exempting Processing Practices to ensure we don’t obstruct traditional game development.	No consent is required for Processing Practices.	
Use of Digital Replicas During Strikes			
Consent that is granted with respect to the creation of new Materials using a Digital Replica for an Interactive Program shall be deemed suspended for an Interactive Program during a strike; provided that Consent shall not be suspended for any Materials generated by the Digital Replica prior to the strike.	Your consent to use your Digital Replica expires when we go on strike. We are accommodating employers’ continued use of fixed Material created by your Digital Replica prior to the strike.	Consent that is granted with respect to the creation of new Materials using a Digital Replica for an Interactive Program shall be deemed suspended during a strike for Interactive Programs subject to the strike; provided that Consent shall not be suspended for any Materials generated by the Digital Replica prior to the strike or for Digital Replicas that are incorporated into an Interactive Program prior to the strike for the purposes of generating procedurally generated content.	The employer can continue to use your Digital Replica on a Sideletter 6 game during a strike. Currently, you can make an individual choice whether to accept sessions on Sideletter 6 games. With this language, employers could make you work, as your Digital Replica, whether you wanted to or not. It massively undermines our lawful right to strike. In addition, if your Digital Replica is being used for procedurally generated dialogue, the employer can continue to use your Digital Replica during a strike, even in a struck game.

UNION PROPOSAL		EMPLOYER PROPOSAL	
Contract Language	Plain Language	Contract Language	Plain Language
<i>Real-Time Generation/ Pre-Production Use</i>			
For the use of a Digital Replica to generate Real-Time Generated vocal Material, the Performer's consent shall be limited to five (5) years commencing upon public release of any version of the Interactive Program that contains such Material. Performer may thereafter consent to additional five (5) year periods of use, each commencing upon expiration of the prior period. The expiration of Performer consent will not prohibit Producer from utilizing previously generated Material. In the event that Producer is no longer able to amend or "patch" the Program to shut off Real-Time Generation due to either a) Producer provably sunseting all ongoing support for the game, or b) the Program no longer being managed by Producer or any other company able to provide this level of support, notice and substantiating documentation must be provided to the Union and Performer(s).	Consent for Real-Time Generation is valid for five years of use, after which it must be renewed by the performer for continued use.	If the use of a Vocal Digital Replica includes procedurally generated dialogue or an unlimited amount of in-game dialogue for the Interactive Program for which the Performer was engaged, then Employer and Performer shall negotiate in good faith compensation in an amount no less than five (5) times applicable minimum scale.	Consent for Procedural Generation (presumably including Real-Time Generation) is for forever, once given. Their proposal also includes an unlimited amount of in-game dialogue , so they may be able to finish an entire game with your Digital Replica and never need to hire you again. It is a full buyout. Combined with their other provisions, the Digital Replica can also continue to create Real-Time generated performance during a strike without requiring new consent.
Consent is required if Employer creates new Material generated by a Digital Replica in pre-production for an Interactive Program (e.g., "scratch," "pre-viz"), Employer shall pay the Performer not less than a Scale payment per Program, which may not be credited against any other amount due.	We agree that pre-production use of a Digital Replica should pay a single scale payment per game. For us, use of your Digital Replica to create scratch or pre-vis in a game requires your consent.	If Employer creates new Material generated by a Digital Replica solely for use in pre-production Material (e.g., "scratch," "pre-viz") for an Interactive Program, Employer shall pay the Performer a Scale payment, which may not be credited against any other amount due, and Consent is not required if such Interactive Program is part of a particular franchise of Programs in which Performer has been engaged by Employer.	For Employers, use of your Digital Replica to create scratch or pre-vis does not require your consent if you have already worked on a game in that franchise.
<i>Minimum Compensation for Digital Replica Use</i>			
Compensation shall be treated as wages for all purposes. Payments may not be credited against any other compensation.	We have tentative agreement here.	Compensation shall be treated as wages for all purposes. Payments may not be credited against any other compensation.	
Audio Employer shall pay the Performer compensation for use of a Vocal Digital Replica in an amount not less than the Limited Integration payment set forth in Article I, Section 19.C.2, "Compensation." For purposes of calculating the number of lines generated by a Vocal Digital Replica, a "line" shall include, on average, ten (10) words of dialogue or one (1) individual sound, such as monster or "effort" sounds.	We agree the employer will pay you one limited integration fee (scale) for every 300 lines, or portion thereof, spoken by your digitally replicated voice in the game.	Employer shall pay the Performer compensation for use of a Vocal Digital Replica in an amount not less than the Limited Integration payment set forth in Article I, Section 19.C.2, "Compensation." For purposes of calculating the number of lines generated by a Vocal Digital Replica, a "line" shall include, on average, ten (10) words of dialogue or one (1) individual sound, such as monster or "effort" sounds.	

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Minimum Compensation for Digital Replica Use			
For Real-Time Generation of vocal Material, Employer shall pay the Performer compensation at no less than 500% of IMA Scale per project per year (or portion thereof) of use.	We agree to no less than 5x scale as a rate , but for us it has to be per project per year. For that payment they get unlimited use of Real-Time Generation of vocal Material. Depending on scope, or how much the developer plans to allow or rely on this type of dialogue, your character could say 100 lines or a million lines.	If the use of a Vocal Digital Replica includes procedurally generated dialogue or an unlimited amount of in-game dialogue for the Interactive Program for which the Performer was engaged, then Employer and Performer shall negotiate in good faith compensation in an amount no less than five (5) times applicable minimum scale.	Employers propose to pay no less than 5x scale one time for the full length of the project . Employers continue to make “live service” games that never end, and other games that would use this feature over many years. A 5x scale payment for 10 years worth of use would have a value of \$500/year. As previously stated, they would also get to create an unlimited amount of in-game dialogue during production. In-game dialogue is currently the majority of speaking work. Basically, you don't have to be hired again.
Visual Untracked For Untracked Visual Performances, Employer shall pay a one-time Payment not less than 500% of IMA Scale per each session in which the Performer was recorded. This one-time payment covers use in any and all titles for Integration, Digital Replication, and Generative Artificial Intelligence uses including Real-Time Generation of visual performance Material. Employers that do not have any intention of using the Material for Digital Replication, and/or Generative Artificial Intelligence uses may apply for a waiver of a portion of this payment from the Union.	Visual If Employers don't track the sessions or usage of On-Camera performance, they pay 5x scale for every session you were hired for (total pay). All Visual Performance payment provisions apply to both in-game and cinematic performance, in accommodation of the Employer's proposal. These are one time payments. Movers will not see any more money once this is paid. With this structure, Employers will have the ability to build movement models based on Performer's work to use in the future without hiring Performers. We want to make sure you are paid fairly for that.	“Secondary Performance Payment” refers to a one-time payment that is required when the Employer reproduces the results and proceeds of a Principal Performer's covered performance (excluding any voiceover captured from the recordings) in any other Interactive Program produced by Employer. The Performance Payment shall be 100% of IMA Scale per session worked at time of session payment during which the applicable performance was recorded; however, Employer can elect to pay the Secondary Performance Payment after the time of session payment in which case the payment will be 110% of IMA Scale per session worked during which the applicable performance was recorded. The Secondary Performance Payment may be credited to any applicable Integration or Limited Integration payments (if any).	The word “reproduces” is vague and problematic. When pressed, they clarified that they intend for it to cover any and all further uses rather than simply moving over the performance as-is (i.e. Integration.) This secondary payment is at the Employers discretion (not mandatory). They would likely never pay it, because it is only for covered work of a specific Principal Performer (see also their Digital Replica definition) and they already assert that movement is not covered work.
Tracked by Session Employer can track and report the retention of Material per session without reporting specific usage types and pay Performer a 500% one-time payment per session retained at time of session payment.	If Employers track the sessions but not the usage of On-Camera performance, they pay 5x scale for each session that they retain.		
Tracked by Session and Usage If an Employer tracks and reports the different uses of recorded Material, the Employer may pay for each individual use a la carte at time of use as follows: For Visual Limited Integration, a scale payment for each session used per subsequent Program.	If Employers track the sessions and usage of On-Camera performance: Limited integration would be paid at one scale payment per session used in a new game. This is a new and cheaper option available to producers compared to Integration in the IMA, which is 125-135% of total pay.		

UNION PROPOSAL		EMPLOYER PROPOSAL	
Contract Language	Plain Language	Contract Language	Plain Language
Minimum Compensation for Digital Replica Use			
For Visual Digital Replica, an amount not less than applicable Scale for the number of production days that the Employer determines the performer would have been required to work had the Performer instead performed that work in person. The Employer will make a good faith effort to estimate the number of production days (without regard to scheduling considerations, e.g., intervening days under consecutive employment provisions, overtime, meal periods, rest periods, etc.) utilizing objective criteria. For purposes of clarity, providing Performers with a shot list at the end of each work day provides a quantitative basis for this estimate.	Visual Digital Replica use paid at the Employers estimate of the number of days a Performer would have worked, using objective criteria. We propose completed shot lists for Performers at the end of each session as objective criteria.	Employer shall pay the Performer compensation for use of a Performance Digital Replica in an amount not less than applicable Scale for the number of production days that the Employer determines the Performer would have been required to work had the Performer instead performed that work in person. The Employer will make a good faith effort to estimate the number of production days (without regard to scheduling considerations e.g., intervening days, under consecutive employment provisions, overtime, meal periods, rest periods, etc.) utilizing objective criteria. Such compensation shall be treated as wages for all purposes.	Employers refuse to provide shot lists or ANY objective data to verify that they are paying correctly.
For Real-Time Generation of visual Material, Employer shall pay the Performer compensation at no less than 100% of IMA Scale per project per year (or portion thereof) of use.	No less than one scale payment per project per year for unlimited use of Real-Time Generation of visual Material. We have accommodated Employers' request to include cinematic Material.		Employers offer nothing for Real-Time Generation of Visual Material and have refused to acknowledge this type of use in bargaining, despite public tech demos demonstrating this exact capability.
For content that is created using both a Vocal Digital Replica and a Visual Digital Replica, the compensation shall be the greater of 2(a) or 2(b).	We are accommodating employers in that Performers won't be paid for both, and will only be paid the higher of the two.	For content that is created using both a Vocal Digital Replica and a Visual Digital Replica, the compensation shall be the greater of 2(a) or 2(b).	
Multi-Session Bonus			
The aggregate number of sessions worked by the Performer in creating the applicable Digital Replica, if any, shall be included in the calculation of such Performer's additional compensation bonus due under this Agreement for the applicable Interactive Program, provided that in no event will any session be counted more than once for purposes of such calculation The additional compensation bonus shall be calculated based on the number of the equivalent sessions of work created by a Vocal Digital Replica based on Limited Integration, or for a Visual Digital Replica based on estimated days of work. If the agreed use of a Digital Replica includes Real-Time Generation of Material, Employer shall pay such Performer the maximum required additional compensation bonus for such Interactive Program.	We have tentative agreement on how to count number of sessions for multi session bonus payments when using a Digital Replica. Digital Replica use will be counted based on Limited Integration for purposes of multi-session bonuses. If Real-Time Generation is used, Employers will pay the maximum bonus.	The aggregate number of sessions worked by the Performer in creating the applicable Digital Replica, if any, shall be included in the calculation of such Performer's additional compensation bonus due under this Agreement for the applicable Interactive Program, provided that in no event will any session be counted more than once for purposes of such calculation The additional compensation bonus shall be calculated based on the number of the equivalent sessions of work created by a Vocal Digital Replica based on Limited Integration, or for a Visual Digital Replica based on estimated days of work. If the agreed use of a Digital Replica includes Real-Time Generation of Material, Employer shall pay such Performer the maximum required additional compensation bonus for such Interactive Program.	
No compensation is required for Processing Practices.	Exempting Processing Practices to ensure we don't obstruct traditional game development.	No compensation is required for Processing Practices.	

UNION PROPOSAL		EMPLOYER PROPOSAL	
Contract Language	Plain Language	Contract Language	Plain Language
Negotiated Use Rights			
No proposal	In the TV/Film Agreement, we have something called Schedule F that allows an Employer to gain selected extra rights (easier scheduling, unlimited overtime, consecutive employment breaks, etc.) for Performers whom they pay a premium. That number is \$82,500 per project.	For Negotiated Use Rights, an amount to be agreed upon between Performer and Employer no less than ten (10) times applicable minimum scale . "Negotiated Use Rights," as used herein, means Employer's right to use a Digital Replica for any purpose upon which Employer and Performer may mutually agree. Employer must explicitly disclose to Performer that "Negotiated Use Rights" are being acquired.	<p>The Employer's concept of "Negotiated Use Rights" as written would allow Employers to circumvent the basic protections of the Union and undermine every other Union Agreement. It's too broad a concept, and the rate of 10x scale is too low. We asked specific questions about this proposal and once it was clear what they meant by "use of a Digital Replica for any purpose," it became a non-starter.</p> <p>In an effort to make a deal, we could accommodate this concept if the boundaries made sense and 1) your fundamental AI consent protections and 2) basic Union protections were explicitly retained.</p> <p>It would also need similar compensation.</p> <p>We can't consider it as written because it 1) potentially defies laws that are being passed and 2) conflicts with our Union's institutional positions such that the National Board would never vote to approve it.</p>
Reporting			
<p>Upon public release of the Materials created using a Digital Replica, the Employer shall provide Performer and the Union: (i) a reasonably specific description of the use of the character(s) depicted by the Digital Replica in the Interactive Program, and (ii) a number of visual shots and/or copy of the applicable character(s)'s lines for fixed vocal assets.</p> <p>The Employer shall report to the Union annually the total number of lines from Real-Time Generation of vocal Material per Program.</p> <p>The Union and Employer will work together in good faith during the term of the Agreement to develop standards for reporting the use of Digital Replicas.</p>	<p>This is vital so performers can confirm they are being paid appropriately and that the company is complying with their consent, that the final use matches the intended use. Our claims department settles millions of dollars worth of claims every year across all Agreements. Performers and our union must be able to have a way to enforce the terms of the Agreement.</p> <p>We also want a report of the total number of lines created using Real-Time Generation so the Union can assess the trend of use of this new tool and its impact on human work, without getting into detail on a level too granular for all companies and game types to reasonably track.</p> <p>Acknowledging that this after-reporting is a new practice, we wish to be collaborative about the specifications by which Employers comply with the requirement, so long as performers receive the information they need.</p>	<p>The parties acknowledge that Employer is not presently able to provide all of the usage information as desired by the Union but agree that the Union and Employer will work together in good faith during the term of the Agreement to determine the feasibility of reporting on the use of Digital Replicas. In the interim, Employer agrees that it will use commercially reasonable efforts to provide Performers and/or the union with information about the usage of Digital Replicas upon reasonable request.</p>	<p>Employers will only "discuss the feasibility" of developing systems to track how Digital Replicas are used and will not commit to providing any information about usage, including information necessary to verify compliance with the agreement.</p> <p>Employers assert that they will use "commercially reasonable efforts" to provide information, but also assert that it is not feasible to report on Digital Replica use. It's a contradiction.</p> <p>When pressed, they were unable to provide an example or forecast of what commercially reasonable efforts might be. Employers have asked for objectivity in their Digital Replica proposal but have refused any objective criteria where we have offered.</p> <p>Your union is making this "reasonable request" in the form of bargaining up front, rather than have actors chase down employers one by one for an obvious need.</p>

UNION PROPOSAL		EMPLOYER PROPOSAL	
Contract Language	Plain Language	Contract Language	Plain Language
Generative Artificial Intelligence/Synthetic Performance			
<p>The parties acknowledge that definitions of Generative Artificial Intelligence ('GAI') vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content based on those patterns (e.g., ChatGPT4, MidJourney, Dall-E2). It does not include "traditional AI" technologies programmed to perform specific functions throughout game production such as character animation. The term GAI is used for convenience and this Section shall also apply to any technology that is consistent with the foregoing definition, regardless of its name.</p> <p>The parties acknowledge the importance of human performance in Interactive Programs and the potential impact on employment under this Agreement when a GAI system is used in lieu of Performers to generate Material for use in Interactive Programs that would otherwise be performed by those Performers. Therefore, Employer agrees as follows:</p>	<p>We have tentative agreement using language from the Animation Agreement to define GAI. This is to clarify differences with traditional forms of AI already used in game development, once again to demonstrate our desire not to obstruct the game-making process wherever possible, with specific reference to norms of character animation.</p> <p>We have also obtained an acknowledgment of human performance in games and that this technology may have an impact on our work, which provides a basis for further rights.</p>	<p>The parties acknowledge that definitions of Generative Artificial Intelligence ('GAI') vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content based on those patterns (e.g., ChatGPT4, MidJourney, Dall-E2). It does not include "traditional AI" technologies programmed to perform specific functions throughout game production such as character animation. The term GAI is used for convenience and this Section shall also apply to any technology that is consistent with the foregoing definition, regardless of its name.</p> <p>The parties acknowledge the importance of human performance in Interactive Programs and the potential impact on employment under this Agreement when a GAI system is used in lieu of Performers to generate Material for use in Interactive Programs that would otherwise be performed by those Performers. Therefore, Employer agrees as follows:</p>	
<p>Within ninety (90) days of the conclusion of production of an Interactive Program, Employer shall provide the Union with a list of all characters in that program, other than Digital Replicas created pursuant to Section ___ above that were generated using a GAI system.</p> <p>Employer may not use a GAI system to circumvent the Digital Replica requirements stated above. Therefore, Employer may not prompt a GAI system using a Performer's name or character uniquely associated with that Performer without first obtaining the Performer's consent and paying them at the Digital Replica rate unless the prompt is to generate visual Material only and the Performer received the Untracked Visual Performance Payment.</p>	<p>We have provided a very large accommodation by not seeking to restrain the creation of characters using GAI that have no verifiable connection to existing Performers, and do not rob them of agency or value based on their specific work. In return we ask for a report identifying all characters whose voices and/or visual representations are created through GAI systems, so we can assess the impact on the hiring of our Performers overall.</p> <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 new performance.</p> <p>Uniquely identified is also a significant accommodation, as any character played by multiple Performers would be out of coverage if it isn't recognizable as them.</p>	<p>Employer shall not use a Synthetic Performer Voice in connection with an Interactive Program unless the Employer first obtains the Performer's consent and bargains for the use of the Synthetic Performer Voice, including through a third party authorized by Performer.</p> <p>For purposes of this Section, "Synthetic Performer Voice" means a digitally-created voice that is wholly synthesized by a GAI system that: (1) is prompted using a Performer's name; and (2) is intended to create, and does create, new vocal performances that are identifiable as and attributable to the Performer (including the Performer in a character role). Consent and bargaining are not required under this Section 4 if Employer uses a voice model provided by a third party authorized by the Performer.</p>	<p>Employers may use a GAI system to circumvent the Digital Replica protections.</p> <p>Their definition of Synthetic Performer IS a Digital Replica. In our other agreements, Synthetic Performer is explicitly NOT identifiable as a specific Performer. We seem to agree in principle, but we are having difficulty with definitions.</p> <p>There is no scale minimum.</p>

UNION PROPOSAL		EMPLOYER PROPOSAL	
Contract Language	Plain Language	Contract Language	Plain Language
<i>Dispute Resolution/ Mutual Cooperation</i>			
<p>Claims for violation of this Section (XX) are arbitrable under Section 41 of the IMA and must be brought under that Section in front of an arbitrator who is selected from among a predetermined list of [insert odd number] arbitrators mutually agreed upon by the Union and the Employers. It is the intent of the parties that the predetermined list of arbitrators must only include arbitrators who have the relevant expertise and experience to determine claims brought under Section [XX].</p> <p>The parties shall attempt to mutually agree upon an arbitrator to hear and determine the dispute from the aforementioned list. If the parties cannot agree upon an arbitrator to be appointed, then each party shall have the right to alternately strike one name from the list until such time as one arbitrator is left. The first party to strike a name shall be the party initiating the claim. The arbitrator who is left shall be appointed as the arbitrator in the proceedings, and the costs and expenses of the arbitrator shall be shared equally by the Union and Employer. The arbitrator shall be selected within fifteen (15) days from the date the arbitration demand is served. The arbitrator's remedy in any arbitration brought under this Section [XX] shall be limited to monetary damages.</p>	<p>We agree to use the standard arbitration process in other Union agreements if there is a dispute or grievance.</p>	<p>Claims for violation of this Section (XX) are arbitrable under Section 41 of the IMA and must be brought under that Section in front of an arbitrator who is selected from among a predetermined list of [insert odd number] arbitrators mutually agreed upon by the Union and the Employers. It is the intent of the parties that the predetermined list of arbitrators must only include arbitrators who have the relevant expertise and experience to determine claims brought under Section [XX].</p> <p>The parties shall attempt to mutually agree upon an arbitrator to hear and determine the dispute from the aforementioned list. If the parties cannot agree upon an arbitrator to be appointed, then each party shall have the right to alternately strike one name from the list until such time as one arbitrator is left. The first party to strike a name shall be the party initiating the claim. The arbitrator who is left shall be appointed as the arbitrator in the proceedings, and the costs and expenses of the arbitrator shall be shared equally by the Union and Employer. The arbitrator shall be selected within fifteen (15) days from the date the arbitration demand is served. The arbitrator's remedy in any arbitration brought under this Section [XX] shall be limited to monetary damages.</p>	
<p>Subject to the appropriate confidentiality agreements, the Employers and SAG-AFTRA shall meet regularly during the term of the 2022 Agreement to discuss the topics in this Section __ and Section __. The parties agree the discussion will include topics such as how to enforce the rights and obligations hereunder.</p>	<p>We agree to meet regularly during the term of the agreement to discuss AI because of the fast pace of development of this technology.</p>	<p>Subject to the appropriate confidentiality agreements, the Employers and SAG-AFTRA shall meet regularly during the term of the 2022 Agreement to discuss the topics in this Section __ and Section __. The parties agree the discussion will include topics such as how to enforce the rights and obligations hereunder.</p>	