



2025 SAG-AFTRA AUDIO COMMERCIALS CONTRACT MEMORANDUM OF AGREEMENT

Memorandum of Agreement (“MOA”) made by and between SAG-AFTRA (“SAG-AFTRA” or the “Union”) and The Joint Policy Committee, LLC (the “JPC”) on this 8th day of May, 2025. This MOA sets forth the agreed upon revisions to the 2016 SAG-AFTRA Audio Commercials Contract, as amended by the 2019 MOA and 2022 MOA, based upon the agreements exchanged by the JPC and the Union on April 11, 2025. Except as otherwise set forth herein, the terms and conditions set forth in the 2016 SAG-AFTRA Audio Commercials Contract, as amended by the 2019 MOA and 2022 MOA, remain unchanged.

1. Amend the Preamble and any applicable sections and Exhibits to change the name of the Contract to the ~~2022~~2025 SAG-AFTRA Audio Commercials Contract.
2. Amend Section 3 – Delivery of Check as follows:

All checks issued to the Performer, including payment for the original recording session and all use fees, shall be delivered to **the Performer or the Performer’s agent as specified on the employment contract the appropriate SAG-AFTRA office in the city in which the recording is made.**

3. Amend Section 6 – Minimum Compensation to reflect the following changes:

Within 60 days of ratification, increase wages and use fees under the Contract and Audio Flex by five percent (5%) in year 1 (effective April 1, 2025), four percent (4%) in year 2 (effective April 1, 2026), and three percent (3%) in year 3 (effective April 1, 2027). The annual rate increase will apply to new commercials produced in a year and commercials renewed following expiration of the MPU.

4. Amend Section 16 – Made-For Internet/Move-Over Internet and Section 17 Made-for New Media/Move-Over New Media as follows:

- a. Combine Section 16 and 17 into a new Section 16 – Digital as follows:

Eliminate made-for internet and made-for new media rates to create a new category called Traditional Digital under the main Audio Commercials Contract. Session may not be credited against Traditional Digital Use or Digital Plus Use. Retain all other provisions.

Traditional Digital covers use on social media and websites and excludes streaming audio platforms (e.g., YouTube Music, Spotify, Pandora). Digital Plus covers all Traditional Digital and streaming audio platforms (e.g., YouTube Music, Spotify,

Pandora). During an active use cycle, Producer may upgrade from a shorter use cycle to a longer use cycle or from Traditional Digital to Digital Plus by paying the difference in rate. Payment must be issued prior to the last day of the cycle being upgraded.

Rates for Traditional Digital (prior to overall wage increase):

4-week	\$447.54
8-week	\$476.18
1-year	\$1,253.10

Eliminate move-over internet and move-over new media rates and create a new Subsection Digital Plus under the main Audio Commercials Contract. Retain all other provisions. Update Audio Flex Digital Use rates to match Digital Plus rates.

Rates for Digital Plus (prior to overall wage increase):

4-week	\$477.95
8-week	\$573.54
1-year	\$1,529.44

- b. Create a new Section 17 – Emerging Platforms covering new uses not already addressed.

Session rate per main Contract
 Use is negotiable
 All other terms of the Audio Commercials Contract apply

5. Amend Section 24 – Editing and Dubbing as follows:

Except as provided in this Section 24, Producer agrees that it will make no mechanical reproduction from any source, and Producer further agrees to not make any re-recordings by any means whatsoever of previously recorded performance or part thereof. The following exceptions are specifically permitted under this Section 24:

C) Commercials may be re-recorded to make minor changes ~~in the opening and/or closing~~ to update information on product availability. Such updates may be placed anywhere in the commercial. These commercials may be used for the balance of any use period for which payment has already been made. Performers recording such changes at the time of the session for the original commercial shall be paid for each such re-recording as follows:

\$123.37 (rate prior to any wage increase)

Performers in the original commercial not involved in such re-recording

shall not be entitled to any additional compensation, except as broadcast use so requires. Any Performer engaged for a session for the sole purpose of recording such changes shall be paid the applicable Session Fee for the first such change, and the rates specified above for each additional change. For the use of all such variations in any one cycle, all Performers shall receive payments equal to the amount due for the aggregate number of units or cities in which all variations are broadcast during the same cycle. SAG-AFTRA, upon request, shall be furnished copies of all scripts or copy to determine if script or continuity changes are involved rather than updating information on product availability.

D) Factual **Changes Information**. Commercials **may be** re-recorded to make copy changes **that require different and specific factual information with respect to destination, local points and times of departure, frequency of service, necessitated by local geographical circumstances (limited to e.g., a local dealer's name, address, URL, QR Code, or similar Internet, mobile and digital media identifiers, or telephone number, pricing, or a local timetable)**. Such copy changes may be inserted in the body or beginning or end of the commercial; provided, however, that the commercial shall in all other respects remain the same. These commercials may be used for the balance of any use period for which payment has already been made. Performers recording such changes at the time of the session for the original commercial shall be paid for each such re-recording as follows:

\$123.37 (rate prior to any wage increase)

Performers in the original commercial not involved in such re-recording shall not be entitled to any additional compensation, except as broadcast use so requires. Any Performer engaged for a session for the sole purpose of recording such changes shall be paid the applicable session fee for the first such change, and the rates specified above for each additional change. For the use of all such variations in any one cycle, all Performers shall receive payments equal to the amount due for the aggregate number of units or cities in which all variations are broadcast during the same cycle. SAG-AFTRA, upon request, shall be furnished copies of all scripts or copy to determine if script or continuity changes are involved rather than the limited changes specified herein.

E) Special Offers and Promotions.

1. A commercial for an advertiser may be changed to reflect different special offers and promotions, sales or giveaways, sweepstakes or sale events. Separate session fees shall be payable to Performers employed to render services in making such changes, but any different versions so created may be considered one commercial for the purpose of use fees.
2. The following shall apply:

- a. ~~Only one reference to any special offer or promotion may be made in the commercial, although such reference may appear in the beginning, or the body or the end of the commercial.~~
 - b. The reference to the special offer or promotion must be in the nature of a "tag" as that term is commonly used in the Industry.
 - c. ~~The commercial must be produced by, and the media bought by, the advertiser.~~
 - d. Multiple variations may run in the same market at the same time.
 - e. ~~Each commercial is subject to a 6-week promotional limitation.~~
6. Amend Section 25 – Auditions to add a new Subsection A and renumber the remaining subsections as follows:

A. When a Producer engages a casting company, Producer shall use commercially reasonable efforts to require such companies to comply with applicable laws regarding charging performers fees for accessing job listings or submitting for a role.

In the event a performer is asked to pay a fee to access casting materials or to upload a self-tape or otherwise make a submission including a resume and headshot for the role being cast, the performer or the Union should contact the casting director before paying the fee to obtain information on how to access the casting materials or submit for the role free of charge. Contact information for the casting director shall be included in the casting notice, breakdown or other information relating to the casting call.

In considering candidates for a role, Producer shall use commercially reasonable efforts to ensure that the casting director does not give preferential treatment to any performer on the basis of whether the performer has paid a subscription fee to a casting service to access casting materials or paid a fee to a casting service to submit for a role. Sorting submissions by alphabetical order or randomly shall satisfy the foregoing obligation to refrain from giving preferential treatment.

7. Amend Section 27 – Engagements to add a new Subsection C as follows:

(C) Upon booking, Producer shall provide, in writing, all performers an opportunity to request, in writing, accommodations for a disability consistent with legal and regulatory requirements. The JPC will cooperate with the Union in efforts to address any chronic violations of this requirement.

8. Amend Section 33.A. – Maximum Period of Use of Commercials, as amended by the 2022 MOA as follows:

The maximum period during which a commercial may be used shall be not more than ~~21~~**24**

months ~~commencing 10 business days~~ after the ~~date of first use or the last~~ date of employment of the actor, announcer or singer, ~~whichever occurs first~~.

9. Amend Section 37 – Effective Date and Term to reflect the new term of the Contract as follows:

This Contract shall be for a three (3) year term commencing on April 1, ~~2022~~2025 and continuing to and including March 31, ~~2025~~2028, and shall continue in effect thereafter until terminated by either party by 60 days' notice, in writing, to the other.

10. Amend Section 56 – Additional Services to reflect the following changes:

No service of the Performer is contracted for except as specified in this Agreement. This Section 56 is not intended to prevent a Performer from contracting for services of a kind not covered by this Agreement by individual contract at such rates of pay and under such conditions as Producer and the Performer shall agree, subject only to the fact that it shall not be in conflict with this Agreement. Producer shall not require a Performer to include such services as a part of the Performer's employment under this Agreement but must bargain separately for such services, including translations, interpreting and consulting services (e.g., with respect to disabilities in connection with the Americans with Disabilities Act of 1990).

11. Amend the second paragraph of the Section 61.E. – Transfer of Rights – Assumption Agreement, as modified by the 2019 and 2022 MOAs, as follows:

Transferee hereby agrees, expressly for the benefit of SAG-AFTRA and its performers affected thereby, to make all payments of use fees as provided in said Contract and all Social Security, Withholding, Unemployment Insurance and Disability Insurance payments and all appropriate contributions to the SAG-AFTRA Health ~~Plan Fund, and~~ AFTRA Retirement Fund, ~~the~~ IACF, and AMF required under the provisions of said Contract and with respect to multiservice contracts, all guarantees and other compensation due to performers under such multiservice contracts for services covered by the Contract, whether or not the right to produce and/or use commercials is exercised, and to comply with all other relevant provisions of said Contract, including specifically Section 65.B as it relates to disclosure of and disputes over multiservice performer contracts and the arbitration provisions and procedures contained therein. Upon the Union's or the Plans' written request, Transferee agrees to timely provide to the Union and the Plans unredacted copies of all contracts relating to services provided under such performer contracts. It is expressly understood and agreed that the rights of Transferee to utilize such commercials shall be subject to and conditioned upon the prompt payment to the performers involved of all compensation as provided in said Contract and the Union, on behalf of the performers involved, shall be entitled to injunctive relief in the event such payments are not made.

12. Add a new third paragraph to the Section 61.E. – Transfer of Rights – Assumption Agreement, as modified by the 2019 and 2022 MOAs, as follows:

Notwithstanding any other provision of this Transfer of Rights Assumption Agreement, Transferee may not use any Digital Replica referenced herein for any purpose in any field or medium unless Transferee complies with the provisions set forth in Section XX and XX.1 of Section XX and XX.1 of the Audio Commercials Contract. When Transferee provides the reasonably specific description required under Section XX, Transferee must disclose whether the program, commercial or other content that the Digital Replica will be used for is to be produced under a SAG-AFTRA collective bargaining agreement. Transferee hereby acknowledges that SAG-AFTRA membership rules prohibit members from consenting to the use of their Digital Replica to generate a performance for a program, commercial or other content in any field or medium covered by a SAG-AFTRA collective bargaining agreement unless that program, commercial or other content is produced under the applicable SAG-AFTRA agreement.

13. Amend Section 63.H. – Arbitration, as modified by the 2019 and 2022 MOAs, as follows:

It is the policy of the Union not to process unduly late claims. **All claims shall be in writing (email shall suffice) and shall set forth with specificity the Contract provision(s) that the Union alleges to have been violated. The Union shall provide to the JPC a copy of any claim letter than is served on a JPC authorizer company and the JPC shall limit access to such claim letters to persons with a legitimate business need for such access and shall use best efforts to ensure the confidentiality of said letters and the information contained therein.** Claims regarding audition, travel or production-related session claims (e.g., overtime, **rest periods**, change of Performer category at the recording session, etc.) shall be submitted to Producer no later than 6 months from the date of such audition, travel or session, or, if the claim is related to payment, 6 months from the date the payment is made. It shall be the understanding of the parties that the term “production-related session claims” is meant to identify those session related claims where the contract violation can be ascertained at the time of session or at the time that the session payment is received. Claims regarding unpaid use shall be submitted to Producer no later than 6 months from the expiration of the applicable Maximum Period of Use or the date that performer is released from exclusivity, whichever is sooner. There shall be a 4-year statute of limitations for all other claims. The statute of limitations shall begin to run on the date that the performer knew or should have known that a claim existed. **If a claim is withdrawn, the Union shall notify Producer in writing (email shall suffice) in a timely manner.**

14. Amend Section 65.A. – SAG-AFTRA Health Fund and AFTRA Retirement Fund to reflect an increase to the total contribution rate of 23.5% (JPC authorizers will receive a 3.55% waiver of the pension increase (for a total contribution of 19.95%)). The entirety of the increase shall be directed to the SAG-AFTRA Health Plan. Upon request by SAG-AFTRA, the parties agree to jointly recommend to the Trustees of the SAG-AFTRA Health Plan that commercial use and holding fees be treated as sessional earnings

15. Amend Section 66 – Public Service Announcements/Government Agency Messages to add the following new paragraph:

The Ad Council and the Partnership to End Addiction shall, or shall cause their agency or vendor to, simultaneously provide the Union copies of all notices to stations, networks, providers, etc. alerting them that the allowed period of use is to expire. Copies shall be sent to commercialsreporting@sagaftra.org.

16. Amend Section 69 – Employment of Minors as follows:

A. Guidelines

The parties hereto, recognizing the special situation that arises when minor children are employed, have formulated the following guidelines to ensure that:

1. Stet

2. Stet

3. The Minor's education will not be neglected or hampered by their participation in such performance.

4. A Producer may choose to require a background check as a condition of employment for any person working in close proximity to one or more minor(s), other than a minor who is that person's child/ward, employed under the Agreement. For purposes of this subparagraph (4), a background check refers to confirmation of the individual's identity, the individual's address history over a seven (7) year period, reportable criminal records (excluding arrests not leading to conviction unless the alleged violation involves a minor), whether the individual appears on any state or federal government sex-offender registry and when applicable, professional licenses and/or driving records from the appropriate issuing government agency. The background check will be conducted consistent with the requirements of state and federal law. The results of the background check shall only be provided to those with a need to know. Notwithstanding the prior sentence, in the event a grievance is filed by the Union relating to the termination or suspension of, or refusal to hire, a

performer because of a background check, the results of the background check shall be made available to the Union, provided that the individual subject to the background check consents."

B. Definition of a Minor

The term "minor" as used herein means any principal performer defined as a minor under the employment laws of the ~~S~~state governing their employment and in any event shall include any principal performer ~~17~~ 15 years of age or younger.

C. Stet

D. Stet

E. Supervision

1. Stet

2. Stet

3. Stet

4. Stet

5. On days when the minor's regular school is in session, Producer must require the minor to report to the teacher immediately upon arrival at the place of employment. When school is in session, the teacher has primary responsibility for the education and supervision of the minor. Presence of the teacher does not relieve parents, however, of the responsibility of caring for their own children.

6. When a parent is working at the minor's place of employment but not at the scene of employment, either the other parent or a guardian must be present with the minor.

7 (formerly 5). Stet

8 (formerly 6). Stet

9 (formerly 7). Stet

F-H. Stet

I. Education

1. When Producer employs performers of school age who are currently enrolled in an elementary or secondary school for a booking of 3 or more days on which school is otherwise in session. Producer agrees to employ a teacher, from the first day of such employment, whenever the minor is engaged on any day during which the primary or secondary school regularly attended by the minor is in session. On any day a minor is employed but is not otherwise entitled to have a teacher, the minor shall nevertheless be taught if the primary or secondary school such minor regularly attends is in session and Producer has employed a teacher to instruct another performer engaged on the same production.

2. Producer shall provide a teacher/tutor who has current teaching credentials in either the state of employment or the child's home state, and who is qualified to teach the subjects which comprise the child's curriculum. A copy of the teacher's/tutor's/welfare worker's current credentials and identification shall be provided to the parent/guardian by the Producer for inspection no later than twenty-four (24) hours prior to the minor performer's initial call. Subject to the limitations and requirements of the state in which production is taking place, a teacher/tutor/welfare worker (or other individual assigned to perform the same duties as a welfare worker, such as a child labor coordinator) who is engaged by the Producer to supervise or teach minors employed under this Agreement shall be subject to a background check (as described in 1.(d) above) as a condition of employment. (With respect to a Teacher-Welfare Worker who is on the Availability List or Dual Credential Substitute List established under the IATSE Local 884 Agreement, a Producer may rely on the background check administered by CSATF for placement on those Lists.)

3. Producer shall provide a ratio of not more than ten (10) minors per teacher, except that up to twenty (20) minors may be taught per teacher if the minors are in not more than two (2) grade levels.

4. A teacher may not serve more than one (1) production in any one (1) day, except in an emergency.

5. If the minor's regular instruction is primarily in a language other than English, teaching in that language will be provided whenever feasible.

6. On any day that the minor is not required to report to the set, the minor may attend his or her regular school, but Producer shall not count more than three (3) hours of the hours attended per day at the minor's regular school as school time for purposes of this Agreement. If the minor's parent or guardian does not choose to have the minor attend regular school on such day, Producer may elect to either teach the minor on the set or in the minor's home or in the home of the teacher employed

by Producer, but only if there are no other minors present in the home who are not also being taught by the teacher.

7. Producer agrees to provide a school facility, such as a schoolhouse, classroom, trailer schoolhouse or other schooling area, which closely approximates the basic requirements for classrooms, especially with respect to adequate lighting, heating, desks and chairs. Stationary buses or cars are not adequate school facilities unless used exclusively for the minors during instruction. A moving car or bus shall never be used as a school facility; minors must not be taught while being transported to or from local locations.

8. Producer shall provide schooling equipment and supplies. However, the minor's parent or guardian must, if permitted by the minor's regular school, secure school assignments and the minor's schoolbooks for use at the place of employment.

9. Whenever possible Producer shall provide internet access for minor performers for schoolwork.

10. No one shall be allowed in an area being utilized by Producer as a school facility except the teacher, those minors being taught, and production-related personnel with a need to enter the area.

11. The teacher shall determine the required number of hours to be devoted to instruction during a day, but the minor must be taught an average of at least three (3) hours per day, no period of less than twenty (20) minutes duration being acceptable as school time. The maximum number of hours that may be set aside for the minor's instruction in any one (1) day shall be as follows: for kindergarten, four (4) hours; for grades one (1) through six (6), five (5) hours; and for grades seven (7) through twelve (12), six (6) hours. (12) Producer shall require the teacher to prepare a written report for each minor covering attendance, grades, etc. These reports shall be given to the minor's parents or guardian to deliver to the minor's regular school at the end of each assignment or at such intervals as required by such school.

Notwithstanding the provisions of this section, performers who are legally emancipated and are exempt from the definition of 'minors' for the purpose of this section shall nevertheless be subject to the provisions of Section 69. regarding education if the performer has not satisfied the compulsory education laws of the state governing the performer's employment.

J (Formerly I). Stet

17. Amend Appendix A – Audio Flex to codify the Audio Flex as an Exhibit to the Contract.
- a. Increase Audio Flex-Digital use rates to match Digital Plus and include the following:
- | | |
|------------|-----------|
| Audio Flex | |
| 13-week | \$764.72 |
| 6-month | \$1042.80 |
18. Codify the Dynamic Audio Waiver and Dynamic AI Audio Waiver as sideletters to the Contract, which such waivers shall sunset on March 31, 2028.
19. Add the below as new Sections [XX] and [XX.1] of the SAG-AFTRA Audio Commercials Contract.¹

[XX]. DIGITAL REPLICATION AND ALTERATION

The parties acknowledge that Producers have historically used digital technologies to replicate or alter a performer’s voice, likeness, and performance (e.g., CGI, motion capture processing, audio/visual effects (“VFX”, and other digital technologies that may have components that use artificial intelligence), and including any future versions, updated generations, or subsequent iterations of the same historically-used digital technologies) during all stages of commercial production (e.g., storyboarding, pre-visualization, pre-production, production, post-production, distribution, etc.) and may continue to do so, consistent with historical practices. Except as explicitly set forth herein, it is understood that this Section XX does not expand or reduce any existing rights and obligations under the SAG-AFTRA Commercials Contract and/or Audio Commercials Contract (hereafter collectively, “Commercials Contracts”). This Section XX will apply only prospectively to existing agreements entered into prior to the Effective Date of the 2025 Commercials Contracts between Producers and Performers (defined below) with respect to the creation and/or use of a Digital Replica (defined below) and shall not be deemed to automatically modify the economic terms of such agreements. This Section XX will not modify any existing agreements that the Union has previously approved.

A. Definition of “Digital Replica”: A “digital replica” is a computer program made in whole or in part using the voice and/or performance of a Performer (as such term is defined in the Audio Commercials Contract) that can independently generate new voice performances not previously rendered by Performer.

B. Scope: This Section XX will apply to any use of a Digital Replica in a covered commercial where such use would render the Performer covered by the Contract, regardless of whether the Digital Replica is based upon Performer’s services rendered under the Commercials Contracts and regardless of whether the Digital Replica was created by Producer, subject to the applicable terms below.

¹ This section shall apply to the creation of any Digital Replica and/or Synthetic Performer Alteration and to any use of Generative Artificial Intelligence as set forth in this [XX] as of the effective date of the 2025 SAG-AFTRA Audio Commercials Contract regardless of when the performances that are altered, used as the basis for digital replication, or used as training data for Generative Artificial Intelligence were originally performed and/or recorded.

C. Notice and Consent:

1. Timing:

If Producer wishes to record a performance covered under the Commercials Contracts to create a Digital Replica, Producer shall notify Performer and obtain their consent, using commercially reasonable efforts to do so at least 48 hours prior to such performance unless performer is engaged less than 48 hours prior to the performance, in which case Producer shall use commercially reasonable efforts to notify and obtain consent from the performer not less than 24 hours prior to the performance. In the event Producer first seeks consent from Performer at the time of the performance and Performer in good faith refuses such consent, Producer may terminate engagement of such Performer, who shall be paid for that day at the greater of their negotiated rate or applicable minimum. When known, the Producer shall indicate in any casting notice that a Digital Replica will be created.

a) If Producer wishes to create a Digital Replica using an existing performance created by Producer, Producer shall notify Performer and obtain their consent, using commercially reasonable efforts to do so at least 48 hours prior to the creation of the Digital Replica unless the Digital Replica is to be created in less than 48 hours, in which case Producer shall use commercially reasonable efforts to notify and obtain consent from Performer not less than 24 hours prior to creation or use of the Digital Replica.

b) If Producer wishes to use an existing Digital Replica not created by Producer, or create a Digital Replica based upon performances not created by Producer, or create a Digital Replica based upon performances not created under the Commercials Contracts, Producer shall obtain Performer's consent prior to the creation or use of the Digital Replica, using commercially reasonable efforts to do so at least 48 hours prior to use or creation, unless the Digital Replica performance is to be created or used in less than 48 hours, in which case notice and consent must be obtained not less than 24 hours prior to use or creation. If, after commercially reasonable efforts, Producer cannot locate Performer in order to obtain consent, Producer may contact the Union, and the Union shall assist in locating the Performer or the Performer's authorized representative.

c) Producer may obtain Performer's consent to the use of a Digital Replica to generate performances in commercials for which Performer has not yet been engaged provided that: (i) the performance(s) to be generated are consented to in the reasonably specific description; and (ii) such commercials are for the same advertiser and product line and production commences within the maximum period of use ("MPU") of the original commercial for which Producer engaged performer. Each new commercial containing a performance generated by the Digital Replica shall be subject to the same maximum period of use as the original commercial for which Producer engaged performer but in no event less than six (6) months, except when performer was originally engaged under a multi-service agreement under Section 65.B of the Audio Commercials Contract, in which case each new commercial containing a performance generated by the Digital Replica shall have its own, new, MPU.

d) Use of Performer's Digital Replica to generate a performance for a commercial for which Performer has not yet been engaged shall constitute an engagement of Performer for that commercial.

2. Requirements for Valid Consent: Except as provided in Section C.3 below,

Producer must provide Performer with a reasonably specific description of the intended use of the Digital Replica in order to obtain valid consent. Performer's consent must also be clear and conspicuous, obtained either through the Digital Replica Rider appended to Performer's employment contract or in a separate writing that is signed by Performer. In the event that Producer wishes to use the Digital Replica in a commercial in a manner that goes beyond the reasonably specific description initially provided to Performer, Producer must obtain additional consent and provide a new reasonably specific description of the intended use. For clarity, Section 56 of the Audio Commercials Contract, "Additional Services" shall apply to any use of the performance other than in commercials.

3. Circumstances Requiring Additional Consent: Unless consented to by Performer and explicitly included as part of a reasonably specific description, Producer may not use a Digital Replica to modify or create a performance that changes the Performer's physical traits (excluding, for example, adding a voice echo or sweetening), or that could be offensive to a reasonable person.

4. Deceased Performers: Any consent that Performer grants during their lifetime shall continue to be valid after Performer's death unless explicitly limited at the time the consent was granted or by subsequent mutual agreement. In the event Performer is deceased (and Producer has not already obtained consent during Performer's lifetime or Performer's consent is no longer valid after death), Producer shall obtain the consent of the deceased Performer's authorized representative for this purpose (or the Union, if the deceased Performer's authorized representative for this purpose cannot be identified or located).

5. Suspension of Consent: Any consent to use a Digital Replica to create new performances shall be deemed suspended for the duration of any strike of the Audio Commercials Contract, as applicable.

6. Copy of Commercials. Upon request, Producer must provide Performer with a copy of any commercial that contains a performance generated using their Digital Replica. If Producer provides a private link to the commercial, Performer cannot make a claim for unauthorized use after the expiration of the MPU based on availability of the commercial via the private link.

D. Payment and Terms:

1. Session Payments to Create a Digital Replica: Any time spent by Performer at Producer's instruction to create a Digital Replica shall be treated as work time.

2. Session Payments for Use of Digital Replica to Generate a Performance:

a) If Producer uses a Digital Replica to generate a performance that Performer would otherwise have performed in person, Performer shall be paid 1.5 scale session fees for each commercial in which a performance generated by a Digital Replica is used. One scale session fee may be applied to use fees as otherwise permitted.

b) No additional compensation shall be required if Performer's session compensation would have compensated for the in-person services that were replaced by the Digital Replica's performance (e.g., where Performer has a sufficient overscale guarantee that was negotiated to include the value of such in-person services or where the in-person services could have been rendered during a session(s) for which Performer was otherwise compensated).

3. Use Fees: Performer shall be paid for the use of a performance generated by a Digital Replica as if Performer had performed in person, For clarity, if the Digital Replica is used to generate a performance of a Performer engaged as a different Performer category that would render them eligible to be upgraded had they rendered the performance generated by the Digital Replica in person, Performer shall be due use at scale as though they had been originally engaged in the different Performer category.

4. Applicable Terms: Requirements and obligations of the Commercials Contracts that by their nature are relevant to an in-person performance and a performance generated by a Digital Replica shall apply to the performance generated by a Digital Replica, including specifically those set forth below. Those requirements and obligations of the Commercials Contracts that apply to an in-person performance but are not relevant to a performance generated by a Digital Replica shall not apply (e.g., Working Conditions, Rest Periods, Contracts, Audition-related provisions, Travel provisions, and Conditions for the Employment of Minors).

5. Payments are Gross Compensation: All payments made in connection with the creation and/or use of a performance generated by a Digital Replica will be treated as gross compensation for all purposes including, but not limited to, contributions due under Section 65 – SAG-AFTRA Health Fund and AFTRA Retirement Fund of the Audio Commercials Contract.

6. Disposition of Digital Replica:

a) Protection of Digital Replica: Producer shall at all times limit access to a Digital Replica to persons with a legitimate business need for such access and use commercially reasonable efforts to protect the security of the Digital Replica to prevent unauthorized access, use or copying.

b) Retention of Digital Replica: Producer may retain the Digital Replica during the MPU of the commercial for which the Digital Replica was used to generate a performance. Producer may negotiate with Performer for consent, which must be in writing, to retain a Digital Replica after completion of the MPU of the last commercial(s) for which it was used. In the event that no commercial is in fact made that uses a performance generated by the Digital Replica, Producer may retain the Digital Replica for twenty-four (24) months following the date that Performer consented to the creation of the Digital Replica. Performer and Producer may thereafter agree to additional periods of retention of the Digital Replica, each of which shall be limited to not more than twenty-four (24) months from expiration of the prior consent period.

c) Transfer of Digital Replica: If Producer transfers rights to a Digital Replica that it is authorized to retain pursuant to subsection (b) above, then such transfer shall be noted on the Transfer of Rights Assumption Agreement required by Section 61 of the Audio Commercials Contract.

7. Destruction of Digital Replica: If Producer has not obtained consent to retain a Digital Replica as set forth in subsection (b) above, then Producer shall permanently and irrevocably delete all copies of the Digital Replica and certify in writing to the Performer within ninety (90) days that such deletion has occurred. This provision shall not impact Producer's ownership of commercials containing performances generated by the Digital Replica, and Producer is not required to destroy any commercials produced that contain performances generated by the Digital Replica.

E. Digital Replica Examples: The bargaining parties shall create and include in the Contract mutually agreed upon examples.

[XX.1.] GENERATIVE ARTIFICIAL INTELLIGENCE

The parties acknowledge that for the purpose of the Commercials Contracts, Generative Artificial Intelligence (“GAI”) 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, Sora, Veo, ElevenLabs). GAI does not include “traditional AI” technologies programmed to perform specific functions (e.g., CGI and VFX), such as those already used during all stages of commercial production (e.g., pre-visualization, pre-production, production, post-production, editing, distribution, marketing).

A. Use of Synthetic Performers Created Through Generative Artificial Intelligence:

1. Definition: A “Synthetic Performer” is a digitally-created asset that: (1) is intended to and does create, the clear impression that the asset is a human performer that Producer knows or should know is not recognizable as an identifiable human performer; (2) is not voiced by a human performer; and (3) is not a Digital Replica (as defined in Section [XX] above). The parties acknowledge that the term “Performer” as used in the Commercials Contracts, including “Principal Performers,” “Extra Performers”—refers and has always referred only to humans.

2. Payment: The parties acknowledge the importance of human performance in commercials. Producer shall not use a Synthetic Performer primarily or materially for reasons of economy or economic advantages in the engagement of performers. In the event Producer violates the foregoing sentence, Producer shall pay the economic equivalent of what a human performer would have been paid to perform in the Synthetic Performer role (including session, and use) as a contribution to the SAG-AFTRA Health Plan and SAG Pension Plan or AFTRA Retirement Fund, as applicable. Producer will pay the following based upon the performer category in which the Synthetic Performer is used:

a) Except as set forth in (b) below, Synthetic Performers may only be used in commercials that also include human principal Performers engaged under the Commercials Contracts. Where a Synthetic Performer is used in a commercial that includes the performance of at least one (1) human, the following applies: Producer shall, within thirty (30) days of the first air date of the commercial, pay 1.5 session fees and contributions under Section 65 – SAG-AFTRA Health Fund and AFTRA Retirement Fund based upon the 1.5 session fees and, where applicable based upon performer category, scale use that would have been due to a human performer rendering the performance. The Plans shall notify the union at commercialsreporting@sagaftra.org of the use of the Synthetic Performer and report the role and commercial in which the Synthetic Performer was used and the amount of the payment made to the benefit plans for such use.

b) Where a commercial is produced using exclusively Synthetic Performers, Producer and SAG-AFTRA shall (in consultation with the JPC when Producer is an authorizer) negotiate in good faith regarding the amount of the contribution, if any, payable under Section 65 – SAG-AFTRA Health Fund and AFTRA Retirement Fund.

3. Consent for Prompting: If Producer intends to and does create a Synthetic Performer through the use of the name of an identified Performer(s) or through the use of any image, photograph, or recording of the Performer in the prompt to a GAI system, Producer shall obtain such Performer's consent and bargain with such Performer for payment at no less than the minimum session fee then in effect under the Audio Commercials Contracts for the use of the Synthetic Performer in the commercial and no additional discussion with the Union, consideration, or remuneration is required under this Section [XX.1].

4. Training Data: Producer may not use or authorize any other party to use the results and proceeds of services rendered under the Audio Commercials Contracts to train GAI systems without consent of the Union. The foregoing shall not limit the ability of Producers to transfer rights to commercials consistently with Section 61 of the Audio Commercials Contract. Once transferred, Transferor is no longer responsible for compliance with the terms of this Section XX.1 with respect to the transferred commercials.

5. Meetings: The Industry Union Standing Committee shall meet during the term of the Contract to discuss and review information related to use and intended use of GAI in commercial production.

The Joint Policy Committee, LLC



Stacy K. Marcus
Chief Negotiator

Date: May 8, 2025

SAG-AFTRA



Duncan Crabtree-Ireland
National Executive Director

Date: May 8, 2025