

SAG-AFTRA maintains that the right to digitally replicate a performer's voice or likeness to substantially manipulate a performance, or to create a new digital performance, is a mandatory subject of bargaining. In addition, the use of performer's voice, likeness or performance to train an artificial intelligence system designed to generate new visual, audio, or audiovisual content is a mandatory subject of bargaining.

You cannot unilaterally impose terms in individual contracts that purport to grant these rights. We are entitled to bargain over the compensation and terms under which these rights are granted and used. It is our position that language in a performer's contract which attempts to acquire the rights noted above are void and unenforceable until terms have been negotiated with SAG-AFTRA. The rights have not been conveyed.

We look forward to working with you to negotiate appropriate terms and conditions as we continue to move our industry forward with exciting new technologies.

Jeffrey Bennett

General Counsel