

AI Guidelines for Voice Work

UNITED VOICE ARTISTS (UVA)

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Preamble

It is the belief of United Voice Artists and its member groups that any work relying on human connections and emotions should be voiced by human voices. It is our belief that only humans are able to translate feelings into words and form deep connections with the audience and listeners. Artificial intelligence (AI) does not understand nor can it replicate the nuances needed to authentically execute this task.

However, UVA acknowledges that the development of synthetic voices in combination with AI is unstoppable and therefore needs to be evaluated, guided, and properly valued in order to give all involved parties a unified basis of calculation and protection against misuse.

The technical ability to create and use AI and synthetic voices has developed at an ever increasing pace – while artists' rights are often overlooked. Primarily in Europe the GDPR, personality rights, copyright, claims for remuneration, liability, etc. protect the artists and their work while in other countries legal protections vary from non-existent to limited.

In a worst case scenario AI voice technology poses the danger of a complete loss of market value and self-determination over one's own voice. Therefore, UVA strongly warns all voice artists worldwide to carefully and diligently review all contracts, in particular with a view to the use and application of AI in relation to the work performed.

The following guidelines and recommendations are designed to help all participating parties worldwide (e.g. artists, agents, clients, licensors, licensees, brands, lawyers and lawmakers) to determine contractual agreements and adequate remuneration for speech projects involving AI. This document should serve as a guidance for fair negotiations.

Since AI is experiencing an ongoing technological change, the following recommendations need to be considered with regards of the date of issue of this guideline paper: May 6, 2024

I. GENERAL CONTRACTUAL PRINCIPLES

With respect to a fair collaboration the following principles shall underlie any negotiation:

General Consent Principle

The creation of a digital replica of a person's / artist's voice must always have the person's / artist's explicit consent containing a specific description of the intended use.

Adaptive Pricing Principle

The pricing model must reflect the scope of all the intended use of an artist's digital voice replica and take into account all territories in which the replica will be used.

Buyout Restriction Principle

Completely unrestricted and unlimited rights of use of an artist's digital voice replica must never be agreed to.

Time Restriction Principle

Unlimited rights in perpetuity to create an artist's digital voice replica must never be cleared or agreed to.

Opt Out Principle

The voice artist must have the option to cease the use of their voice for AI creation at the completion of every contractual term. At such time, a complete deletion of the voice generating data must be guaranteed by the licensee upon request by the artist / licensor and additionally, the reproduction of such voice or its characteristics needs to be prevented by adequate technical means.

Blended Voices / Morphing Principle

With regard to traceability, personality / publicity rights and codetermination blended voices / morphing is strongly disfavored by voice artists. If agreed upon, each artist whose voice makes up any part of the blended voice should be compensated fully, not partially, must keep the full right of consent, and should in all circumstances be in a position to control the repertoire in which the blended voice will be used.

Unique Language Principle

To preserve international markets and language culture, AI generated voice translations should not be agreed upon.

Marketplace Principle

To avoid price dumping through low wage standards in international markets, the voice artist must at minimum be compensated by the wage standards of the country of publication / usage.

II. AI CREATION

In order for AI systems to create artificial voices an artist's original voice must be synthesized at one point.

The Neural Learning Fee (II. A.) and the Compensation For Creating Training Material (II. B.) should be thought of as single payments, whereas the Listing Fee (II. C.) should be thought of as a recurring (monthly) payment.

These fees however only compensate for the artist's input into the AI system, studio work or listing of digital voice services. They do not clear any usage rights! **Usage must always be compensated additionally.**

II. A. Neural Learning Fee

For feeding the artist's 'voice identity' or 'voice print' into the provider's neural system (e.g. Open AI, Eleven Labs etc.), the voice artist must be compensated with a so-called "**Neural Learning Fee**" no matter if pre-recorded material is used or the voice artist invests extra studio time.

For better understanding:

By supplying professional, high quality voice samples, the neural system experiences a general learning process which can never be withdrawn once inserted, even if the specific character parameters of one's voice are erased. This learning experience feeds on the 'voice identity' of a voice artist (professional expertise, craft, tone, timing, breathing, pressure, character, experience of life, humor, charm, lovability, personality, etc.) and extends the idea of "just learning to imitate" a specific sound of a voice. Therefore the Neural Learning Fee has to compensate for this plethora of knowledge and the potential long-term loss of income for the artist.

When determining the amount of the Neural Learning Fee one should take into account at least one year's income.

II. B.

Compensation for Creating Training Material

If the voice artist needs to invest extra studio time to produce individualized audio for the AI learning process, he or she should be compensated by an hourly or daily fee based on local contractual standards.

II. C.

Listing Fee

Selling or Reselling of Digital Voice Replicas

Eventually, evolving markets might list digital voice replicas (i.e. recording studios, voice databases) to offer their AI services without the active participation of the original voice artist. Such digital voice replicas must be authorized by the respective artists and separately compensated prior to their voice being listed.

In such cases a so-called “**Listing Fee**” must be agreed to, which authorizes the licensee to display the digital replica of the artist’s voice and offer their services. The rights to the digital replica shall remain at all times with the original voice artist. The Listing Fee does not include any usage rights. All usage needs to be negotiated and licensed separately from the listing or training.

The Listing Fee should be a mutually agreed upon monthly payment.

The set up of a Listing Fee must always be accompanied by a contract that specifies all details of the collaboration, the usage fees, and strict transparency agreements concerning the monitoring of the created outputs of a voice.

III. AI USAGE COMPENSATION

AI can be utilized across all aspects of the voice acting profession. However, the compensation for voice artists is based on the sale of usage rights, which are not altered by the use of AI. Thus, while the production process may change with AI integration, the compensation should remain the same:

Usage is usage.

The artist who provides their voice for a digital replica retains the rights to it and should be compensated based on the extent of the digital replica's use.

The method of creation – whether the output is human-recorded or AI-generated – should not affect the compensation for usage rights, as the value and concept of these rights remain unchanged.

Most countries currently have **established fee structures for usage rights** and those rights continue to apply to AI and synthetically created voices and digital replicas.

Given the broad spectrum of requests, ranging from advertising and system / object voices to audiobooks and beyond, it is crucial to thoroughly understand and apply the **General Contractual Principles** outlined in Section I to determine fair compensation for usage.

If a digital replica's quality sufficiently meets a client's needs to represent their brand, product, content, or output using this AI-generated voice, then there is no justification for compensating the original artist differently.

IV. Fee Transparency and Clarity

Remuneration Components and Calculation Overview

With the use of AI, fee structures and fee components become more complex. Therefore, it is of importance to agree and govern any fee structure and its components very specifically and clearly in contracts to enable the highest level of transparency for all parties.

Depending on the agreement between the voice artists and its clients and the scope of services to be provided by voice artists, the following fee components shall be considered and specifically determined in contracts:

Fee Component	Description	Structure
Neural Learning Fee (II.A.)	Compensation for extraction of the artist's 'voice identity' or 'voice print' to the provider's neural system (e.g. Open AI, Eleven Labs etc.).	One time fee.
Compensation for Creating Training Content (II.B.)	Compensation for production of individualized audio for an AI learning process, based on time required (hourly or daily fee).	One time fee.
Listing Fee (II.C.)	Compensation for authorizing a licensee to display the digital replica of an artist's voice and offer their services.	Recurring Fee (e.g. monthly).
Usage Compensation (III.)	Compensation for the extent of the digital voice replica's use.	Individual.
Total Compensation (II.A. + II.B. + II.C. + III.)	Total compensation the voice artist receives.	

In order to ensure the same understanding of compensation and its calculation, attaching sample calculations, potentially for different scenarios as well, in contract annexes may be helpful to ensure alignment.

The fee components in these guidelines are suggestions and recommendations of important aspects to consider from our experience in the past and possible future use cases, but are not meant to be complete and do not substitute any legal advice on the terms of the proposed contract. Additional fees and compensation components may be justified, depending on an individual case by case basis.

V. FURTHER CONTRACTUAL GUIDANCE

When negotiating an AI contract the following factors should be thoroughly considered and included.

V. A. Legal Aspects

Personality/Publicity Rights - The Right to One's Own Voice

In most jurisdictions a voice actor is specifically protected by personality / publicity rights, which include the right to one's own voice. This right cannot be transferred, even in the case of voice replication. The voice actor should thus be able to refuse usage of recordings that goes beyond the originally agreed upon purpose, even if additional remuneration is offered.

Copyright & Intellectual Property Rights

It should be clearly defined that the artist who “lends” the voice, owns the right to the digital replica. In the EU, voice actors are protected by copyright and intellectual property rights and only licenses for usage may be transferred. One should also be aware that AI generated content is not automatically copyright protected.

Data Protection

The licensee must ensure that the personal data of the voice actor is protected and the voice actor properly informed. In the EU, data protection is strictly regulated by the General Data Protection Regulation (GDPR). Aside from clear information as indicated in I. (General Contractual Principles) the data required for the voice replication and the resulting information must not be transferred or processed outside of the EU at any time. This means that the servers on which the AI is hosted and the servers on which the algorithm is located and the replica is processed should be located in the EU to ensure adequate protection.

Jurisdiction

The jurisdiction stated in the contract must be the voice artist's country of residence.

Disclaimer

The voice actor should be exempted from any liability for the content produced with their digital replica. All liability shall lie with the client, the deployer and AI provider (as defined under the AI Act). These parties should have liability insurance for this.

V. B. Contractual Aspects

Consent to New Uses

If the client wants to use the digital replica for a new product, program, function, or extend the usage in any other way not listed in the original contract, they must obtain the new and explicit consent of the voice actor in writing as a contract amendment beforehand with a specific description of the new intended use.

Exclusivity

Exclusivity must be defined precisely. Any form of exclusivity must be taken into account in the fee, which may well be in the 6-figure range.

Prohibition of naming

In some markets, the right for the voice artist to be named is guaranteed. If it is contractually agreed upon that the artist will not be named, the loss of value to the artist must be compensated. This can be estimated at up to 100% of the original fee.

Quality of the digital replica

The voice actor has a vested interest in how well the digital replica imitates their natural voice and how well it implements language (e.g., phonetics, speech melody, emphasis, expression). Since a low quality digital replica could damage their reputation, the voice actor should have the right to approve the final product and demand a more accurate and realistic speech synthesis before publication.

Extension of human work

To ensure that AI does not replace the human artist, we strongly advise that a certain number of spots / works are performed by the original voice actor before automating the rest.

Specific Products/Programs

The contract should specify exactly for which product, program, platform, character, territory, time period and language the digital replica may be used and to what extent it is made available to users. Partially unrestricted use can also be agreed upon. However, a clear definition is necessary to appropriately determine remuneration and usage rights.

Exclusion of Certain Content & Abuse

The voice actor should have the right to exclude certain types of content. This could be the use of their voice for political, religious, erotic/pornographic, or other controversial content. Furthermore, any misuse by any party having access to the digital replica (Provider, Importer, Distributor, or Deployer as defined under the AI Act) should be prohibited and prosecuted at their own expense. These parties must bear the duty of care and must inform the voice actor immediately upon becoming aware of the misuse or use in excluded content.

Concise, Simple, Transparent, and Intelligible Information on Data Processing

All recording, use or retention of voice data is a form of data processing under most data privacy regulations in particular the General Data Protection Regulation (GDPR) under which it is qualified as sensible data. Hence, explicit information must be provided to voice actors at the time they sign the agreement through a privacy notice. Also, in most cases, specific consent should be obtained regarding the data processing involved.

Transparency Principle

NDA's should only be temporary and never be used to undermine standards. NDA's must never be signed carelessly. They silence the artist and limit their ability to identify and prosecute unfair business conduct and share their particular circumstances with the community, the public and the press.

Contract Language & Governing Law

The contract should be drafted in the voice actor's native language so that the voice actor can fully understand it – or at least in a bilingual version, where the artist's native language is the prevailing language. Should it be necessary to have a contract in a different language (i.e. english) or a bilingual contract, the client / AI Provider should bear the costs for the translation into the voice actor's native tongue. Particular attention should also be paid to the governing law of the contract as it will be key regarding the interpretation and enforcement of its provisions, particularly regarding rights assignment aspects.

Lawyer & Legal Costs

The voice actor should be granted sufficient time to have the contract reviewed by a lawyer of their choice. This means fighting the customary practice in the dubbing industry to have voice artists sign their contract in the studio before or after the recording session. Legal review and advice on voice artist contracts are indispensable. The client should bear the costs for this. In any case, each contract must be adapted, completed, and negotiated taking into account concrete circumstances of each situation, and be supplemented by “standard” clauses.

Disclaimer:

These guidelines and recommendations should not be assumed as exhaustive and may be amended from time to time as legislation regarding database transparency, labeling and traceability is still in development and may vary in different countries (i.e. the EU AI Act vs laws in the US). Because the application of rules may vary depending on a voice actor's jurisdiction and applicable law, it is recommended to seek legal assistance and to verify the standards that may have been adopted through the work of local unions and associations