

FIA GUIDE TO ARTIFICIAL INTELLIGENCE



The purpose of this Guide is to inform FIA affiliates about the impact of Artificial Intelligence (“AI”) on our members and their work, articulate FIA’s stance on key policy issues pertaining to AI and offer practical advice to FIA affiliates for helping their members with AI-related issues.

Introduction

Artificial intelligence (“AI”) refers to computer systems that can perform tasks normally carried out by humans. “Special purpose” or “narrow” AI, which can perform specific tasks or applications, has existed in most of our lives for years. This is what powers voice assistants on our mobile devices, virtual call centers, chess playing software and recommendation engines, etc.

More recently, however, “generative AI,” which can ingest and analyze large data sets in order to perform a wide range of tasks, adapt to different situations and generate new content based on highly sophisticated predictive algorithms, has raised concerns for society as a whole and the audiovisual entertainment industry in particular. Many of these concerns stem from the ability of generative AI to produce and manipulate images and voices to create convincing digital replicas of actual persons that are capable of speaking words no actual person ever spoke and taking actions that no actual person took. From a societal perspective, the resulting ability to produce “deep fakes” and spread misinformation raises a host of legal and political challenges. There is also emerging evidence that bias built into algorithms can lead to less favorable treatment of people with protected characteristics such as race, disability and sex.

From the perspective of the audiovisual entertainment industry and our members who work in that industry, generative AI has enabled producers to displace work done by our members, subjects our members to the risk that their performances will be manipulated in ways they did not consent to and creates the possibility that our members will soon have to compete for work with their own digital replicas.

The same technology, however, if properly regulated and implemented in partnership with trade unions/guilds, may create opportunities for our members, such as the ability to earn passive income by licensing their voice and/or image, avoid reshoots, pick-up shots or post-production work that interferes with their ability to accept new engagements and expand the reach of their performances into markets where they don't speak the local language.

Below are some examples of how generative AI is already used in the audiovisual entertainment industry:

- **Voice synthesis** is already proving a viable alternative to some professional voice work. For example, customer services systems, e-learning applications and voice assistants are often made using digital replicas of performer voices, often without consent or payment. Emerging areas for voice synthesis include video games, commercials and audio books.
- **Gaming:** AI plays a growing role in the gaming industry. In addition to synthesizing voices for games, it can be used to develop intelligent, customizable virtual characters, creating the possibility that performer voices are attached to characters that the performer did not anticipate, including characters that may not share race, ethnicity, gender or other traits with the performer, raising concerns about representation and authenticity in casting.
- **Virtual Reality (VR) and Augmented Reality (AR):** AI techniques are utilized in VR and AR applications to improve immersion, enhance visual quality, and enable realistic interactions. AI algorithms can track user movements, gestures, and facial expressions, making virtual environments more interactive and responsive.

- **Performance Capture:** AI powers sophisticated technology that uses sensors and cameras to capture the movements and expressions of performers, which are then translated into animations for characters in games or movies. These animations can be made to render complete performances without further work by that performer.
- **Automated transcription, closed captioning and subtitling:** AI technologies, such as speech recognition and natural language processing, are used to automatically transcribe audio and generate subtitles for movies, TV shows, and online videos. This improves accessibility and enables localization of content for different languages. However, this technology is also a potential threat to many professional jobs in the sector.
- **Dubbing:** AI models are increasingly trained to mimic human voices and produce voice tracks in different languages that can closely match the original performer's tone and intonation and/or manipulate the original performer's mouth movements to match a voice track recorded in another language so that the performer appears to be speaking in the dubbed language.
- **Casting Decisions:** AI powered software now suggests for studios which performers could be suitable for a given role. Because AI relies upon the analysis of past performance data, these systems could replicate bias and stifle innovation.
- **Deepfakes:** This is a technique that uses AI to manipulate or replace faces in videos. In the entertainment industry, deepfake technology has been used to digitally insert the likeness of actors into scenes, such as bringing deceased actors back to the screen or recreating younger versions of performers. This technology, when implemented without the explicit and informed consent of performers, can have a devastating impact on their careers and reputation, for example, when their likeness or voice is used in a sexualized or politically sensitive context.

FIA Statement of Core Principles About AI

- **Support Human Artistry:** FIA strongly believes that human artistry must continue to be at the center of content creation, as it is the lived experience of performers and other cultural workers that ultimately brings authenticity, emotion and originality to all creative content.
- **Use AI as a Tool:** Technology has long empowered human expression, and AI will be no different. Advancements in technology can be beneficial if they are properly regulated and are subject to appropriate individual and collective rights and protections. AI must remain a tool that is used to empower and augment human creators, not replace them.
- **Regulate Text and Data Mining:** Scraping content protected by copyright and neighboring rights for purposes of training generative AI must be subject to prior licensing or consent through appropriate, machine-readable mechanisms. Text and Data Mining (TDM) exceptions should not be extended beyond the field of scientific research. Existing exemptions for commercial purposes, often pre-dating the emergence and public availability of generative AI, should be revised accordingly and, at a minimum, require the informed and explicit consent, or refusal thereof, by the owner(s) of IP, performance and publicity rights in the content used for training purposes.

- **Create Authorization Registers:** FIA calls on countries to establish official registers listing all authorizations expressly granted or denied by performers and other right holders, for exploitations relating to the training of generative AI systems.
- **Protect Personal Data:** National legal frameworks protecting personal biometric data, including the voice and likeness of creators, should be adapted to the functioning of generative AI and firmly base the exploitation of such content for training purposes on informed and explicit consent, with accessible and expedited means of redress, including financial compensation, where these rights are violated.
- **Deny Copyright for AI:** Copyright and neighboring rights must only protect the unique value of human intellectual creativity. Novel content, exclusively or predominantly produced by AI, should not be eligible for such protection.
- **Label AI Content:** Users of AI generating or manipulating text, audio or visual content that would falsely appear to be authentic or truthful and featuring depictions of people appearing to say or do things they did not say or do – whether with or without their consent – should be subject to a mandatory, timely, clear and visible labeling obligation. Where such content forms part of an evidently creative, artistic or fictional cinematographic, video game and analogous work or programme, it shall always be based on consent and labeling obligations may be complied with in a manner that does not hamper the display of the work.

Advice for Bargaining AI Protections

Not every FIA affiliate will be in a position to bargain AI-related protections into their collective bargaining agreements, which is part of the reason why legislative advocacy is so important on this subject. For those unions that can bargain on this topic, however, establishing collectively-bargained safeguards alongside legislative efforts can offer direct and meaningful benefits to members that are tailored to our Industry.

Below are some of the topics FIA affiliates have addressed in AI-related contract provisions:

- **Informed Consent:** Informed consent should be the lynchpin of any collectively bargained approach to AI and this must apply for past, current and future performances or likeness. The use of back catalogue, previous or historic performances or likenesses (or agreements pre-dating AI innovation) should only be done with the express, written consent of the artist. There should be a requirement that employers/engagers provide a written description of how they intend to use a digital replica and/or what alterations the employer/engager intends to make to an existing performance. Information about sensitive content and how the performer's identifying protected characteristics (e.g., race, sex, ethnicity, disability status, etc.) will be portrayed is often of particular importance to members.
- **Compensation:** Appropriate payment for the use of a performer's digital replica can mitigate the impact of lost employment, compensate for the performer's exposure and incentivize the continued use of human performances. In an environment where the use of AI is expanding, bargaining such minimum fees may become critical over time to our members' ability to sustain themselves as performers. The right to fair remuneration should apply not only during the life of the performer but also postmortem, and for future as well as previously recorded performances.

- **Control:** We are rapidly approaching the technological moment when a performer who agrees to allow a digital replica of their voice or image to be used in perpetuity throughout all media may find themselves unable to pursue their career. Collectively bargained protections that supply a maximum period of use, constrain the use to certain applications and/or allow for an opt-out right can serve a valuable purpose by protecting performer name, image and likeness rights and avoiding circumstances where performers damage their future prospects through an overly broad grant of those rights, especially for newer performers who lack agents and managers to advise them.
- **Exclusivity Limitations:** Where possible, collective agreements should provide that any exclusivity required of a performer should be clearly noted, fairly compensated and limited in scope to allow that performer to continue pursuing other work.
- **Safe Storage/Protection Against Misuse:** Because digital assets are vulnerable to theft and difficult, if not impossible, to control once they have been stolen and are in public use, provisions requiring safe storage and protection of the performer's voice, likeness and/or performance and the content created from them can provide critical protection to members.
- **Non-Avoidance/Non-Replacement Language:** Language providing that AI may not be used to circumvent contractual obligations, or replace human performers where they are required to be utilized or covered by an agreement, can provide additional protection against the use of AI eroding performer work opportunity and the standards of such contract.

Other Ways to Protect Members:

- **Advocate for Policy Changes:** Advocate for strong policy measures protecting human creativity and regulating the development and use of AI in a human-centric way, for purposes of augmentation of human creators, not their replacement. This includes measures on transparency, accountability, and compliance with existing legal frameworks, including IP, data protection and privacy laws, as well as support measures requiring disclosure around the development and use of AI. Those measures should also protect personal data and intellectual property rights, including moral rights, synthesized performance rights and image rights, against scraping for the purpose of training generative AI and against other unauthorized uses.
- **Oppose Copyright Protection for AI Works:** Forcefully reject all attempts to extend copyright protection to works predominantly or exclusively made by AI and to introduce or extend TDM exceptions in national copyright systems, other than those that may be strictly necessary for scientific research.
- **Build Coalitions:** Get involved with other concerned stakeholders in the creative sector to create large, visible, and vocal coalitions, campaigning against the unregulated development and use of AI.
- **Raise Awareness** among members about the risks of AI and the dangers of signing away their right to control the use of their voices, likenesses, and performances for future unintended purposes, including for the creation of digital replicas that they may find themselves competing against in the future.

- **Promote Industry Guidelines:** Promote the adoption and implementation of ethical guidelines by our industry to govern the use of AI in our sector, which can then serve as an effective blueprint for public policy regulation.
- **Offer Contract Advice:** Advise members about contractual provisions they may seek to include in their engagement contracts, preserving their ability to retain control over their voice, likeness or performances against any subsequent, unintended use and objecting to all attempts to transfer or renounce their moral rights.

BEST PRACTICES FROM SELECTED FIA MEMBERS

FOR MORE DETAILED INFORMATION VISIT THE FIA WEBSITE

Film and TV (SAG-AFTRA and ACTRA)

In 2023, SAG-AFTRA became the first performers' union in the world to negotiate substantial provisions regulating the use of AI to create digital replicas in film and television production. These provisions, briefly outlined in this Annex, aim to protect performers' image, voice, and likeness from unauthorized use and ensure they are compensated in most cases. In 2025, ACTRA closely followed suit, adopting an almost identical model. Since 2023, SAG-AFTRA has built on these achievements in subsequent negotiations with record labels, animation studios, and digital voice replica developers.

The SAG-AFTRA and ACTRA agreements governing the production of film and TV content include several provisions that regulate how AI may create a performer's replica (i.e., a digital version of their voice or likeness) and how such a replica may be used. Specific rules apply depending on whether the replica of a performer's voice or likeness is created (A) in the context of a project for which the performer is employed, or (B) using pre-existing material, and therefore independent of a specific project. Additional provisions regulate the digital alteration of a performer's performance and the creation and use of a synthetic performer.

Digital replicas

Creating a digital replica **in connection with employment** in a motion picture project requires the performer's prior clear and conspicuous written consent. Compensation is due in principle when these services are provided on a day when the performer is not engaged in other paid work for the producer. The rules for using an employment-based replica vary depending on whether such use is intended for (1) the same project, or (2) a new one.

(1) Using a replica **in the same project** for which the performer was employed and in new photography or soundtrack not previously recorded by the performer is subject to that performer's clear and conspicuous consent, which must include a reasonably specific description of the intended use. This consent remains valid after their death, unless otherwise agreed, and can be given by an authorized representative after the performer's death. The performer must be compensated based on the number of days they would have worked if performing these scenes in person. The estimate is done in good faith by the producer using objective criteria. No compensation is due if the initial compensation would have covered the work had it been performed by the performer or if the digital replica is used in a scene in which the performer performed in person. Residuals are due for use that would normally generate them.

(2) A replica can only be used **in a different project** with the performer's clear, written consent at the time of use, along with a reasonably specific description of how it will be used. For multi-project uses (such as a trilogy), this consent can be obtained when the performer is first hired and remains valid to the extent that the performer is later hired for the other identified projects or if the performer has passed away when those projects begin production. Compensation is negotiable but cannot be lower than the day performer rate, including residuals as applicable.

When a replica is made **without a performer's active participation** (for instance, using pre-existing footage or soundtrack) any use of this replica in a performing role is also subject to prior clear and conspicuous written consent, and a reasonably specific description of the intended use. Compensation and residuals are freely bargained. No consent is required for use covered by statutory exceptions (e.g. for purposes of comment, criticism, parody or satire, etc.).

Digital alterations

Any digital alteration of a previously recorded performer's audio or audiovisual performance requires the performer's clear and conspicuous consent, unless it remains substantially as scripted, performed and/or recorded. The producer must provide a reasonably specific description of the intended alteration(s). Exceptions to consent include alterations in post-production, including dubbing or doubling when permitted under the agreement.

Synthetic performers

A synthetic performer is an AI-generated character that looks or sounds like a natural performer without being recognizable as any one in particular. It is not voiced by a natural person, is not a digital replica and is used for a different role than that of any natural performer employed in the same project. The producer must notify the union and bargain in good faith over whether compensation or any other consideration is appropriate if a synthetic performer is used in place of a performer who might otherwise have been engaged in a human role.

If a synthetic performer has a recognizable facial feature that corresponds to a specific natural performer—whether through the use of the performer's name or likeness when prompting the AI system—the performer's prior consent is required, and compensation may be negotiated freely.

Similar rules also apply to the digital replication and alteration of background actors, with specific use restrictions preventing the use of replicas to meet the background counts for the day or to circumvent the engagement of the background actors they are replicating. If the digital replica is used as a principal character, the actor gets paid a principal's rate for the estimated days they would have worked. If lip or facial movements are altered to make it look like a background actor is speaking, and dialogue is added, the actor must be upgraded to a day performer.

Film and TV (BFFS and Verdi)

In Germany, BFFS and Verdi successfully negotiated and reached an agreement with the German Producers' Alliance in early 2025 regarding the use of AI in film and TV production.

The agreement establishes the principle of informed consent for the production, reproduction, distribution, or public display of a performer's digital replica, regardless of whether the replica requires the performer's services and even when created for a specific production based on pre-existing image or sound recordings.

A digital replica may only be used in a different project with the performer's clear, written consent at the time of use, along with a reasonably specific description of its intended use. For multi-project uses (such as trilogies, prequels, sequels, etc.), this consent can be obtained when the performer is first hired and remains valid if the performer is later engaged for the other identified projects—except when the performer is unavailable due to conflicting commitments, illness, or death.

Any separate agreements between the performer and the producer that waive consent or compensation requirements are null and void.

Digital alterations that significantly change the performer's age, body size, appearance, and/or voice also require the performer's explicit written consent, unless such changes align with the original script or fall under industry-standard exceptions, such as post-production editing, dubbing, or doubling.

Unless contractual consent has already been granted, digital replicas may be used for safety purposes in dangerous stunt scenes or when a performer is unable to perform due to injury or a similarly incapacitating situation, provided such use remains within the scope of the originally agreed script and role.

Time spent by the performer providing services for the creation of a digital replica is considered working time. Compensation is required when these services are performed on a day the performer is not otherwise engaged in paid work for the producer.

Performers are entitled to separate compensation for consenting to the use of their digital replica, except when an already paid performance is replaced in whole or in part by the replica, when the extent of the use is negligible, or when the digital replica is used in a scene the performer originally acted in—unless the performer would have otherwise played a double role or additional role in the same scene. Compensation must reflect the number of days the performer would have worked if performing these scenes in person, estimated in good faith by the producer using objective criteria.

All parties to the agreement acknowledge the importance of human performances in audiovisual productions and commit to ongoing discussions about future developments, especially regarding synthetic performances. They further recognize that if a synthetic performer has a recognizable facial feature corresponding to a specific natural performer, that performer's prior consent is required for its creation and use. Recognizability by the general public is not required; recognition by the natural performer's acquaintances is sufficient for this requirement to apply.

Sound recordings (SAG-AFTRA)

This section highlights key features of this 2024 model, with a special focus on provisions that substantially differ from or extend beyond the significant achievements of the 2023 film and TV agreement.

The sound recordings agreement defines a “digital voice replica” as a replica of a specific individual artist’s voice created using digital technology. This could involve using AI algorithms trained on recordings of the artist’s voice to generate new content mimicking the artist’s voice.

The artist must give prior agreement to release a sound recording featuring a digital voice replica. Record labels cannot seek blanket consents for digital or AI replication and must obtain consent on a per-project basis. Compensation for artists must align with the royalty share the artist would earn on other sound recordings under their contract, and session singers must receive a minimum of three sides per project.

Specific compensation requirements apply for the release of a sound recording containing a synthetic vocal performance using generative-AI. The record label must pay streaming royalties to a special fund as though a human performer had voiced the track. If licensing the track for use in any other medium, the company must give the union notice that such a track has been licensed, provide specified information about the license, and negotiate with the union in good faith for compensation for such use.

TV animations model (SAG-AFRA)

This section highlights key features of this 2023 model, with a special focus on provisions that substantially differ from or extend beyond the significant achievements of the 2023 film and TV agreement.

The agreement explicitly confirms that “voice acting” is and can only be performed by human beings. It removes the requirement that a digital replica must exclusively sound like the recognizable voice of a specific performer in order for the latter to be protected and adjusts the recognizability criteria to account for the nature of voice acting in animation, where voices may sound differently than the performer’s natural voice.

The agreement also confirms that voice actors are eligible for applicable residuals, when their performance is digitally altered into a foreign language. Producers must notify and bargain with the union over any appropriate consideration when they intend to use a synthetic voice (not just a human character).

AI Voice Replicas (SAG-AFTRA)

Several agreements relate to the development and use of audio digital voice replicas. They establish requirements for obtaining performer consent and compensating performers for the creation and use of their digital voice replicas. Use limitations restrict the use of these replicas to internal use or development purposes, with separate agreements required for external or licensed use.

Reasonable steps must be taken by developers to ensure the security of the digital voice replicas, and the developers are required to indemnify performers against liability arising from unauthorised or unlawful use of their digital voice replicas.

Use in audio-only digital advertisements require the performer's informed consent for each brand engagement and is limited to audio commercials created and licensed through authorized platforms (e.g. Narrativ). Performers may discontinue their participation with these platforms at any time and all digital replica materials based on that performer must be destroyed. Members may negotiate fees for the use of their voice on a project by project basis, so long as the fee isn't lower than SAG-AFTRA's minimum per its most recent commercials contract with advertisers. Finally, all new use of digital voice replicas is suspended during any strike conducted in accordance with the SAG-AFTRA Audio Commercials Contract.



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