

AI Clause Statement

Monday, May 15, 2023

We are witnessing a dizzying, rapid transformation due to the implementation of Artificial Intelligence with a particular impact on the voice sector, more specifically with regard to artistic interpretation of dubbing and voice actors and actresses, as well as in the field of speakers, announcers, and broadcasters.

Such groups shall not be oblivious nor unconnected to this new reality which, we believe, must lead us to strive to reconcile the changes entailed by this innovation; although it is to be expected that the regulatory authorities will undertake the provisions in this specific field in the near future, it is true that, as for today, this normative deficit and the lack—in many cases—of an adequate contractual regulation, as well as the lack of a proper functioning adapted to the needs of each and every party of the contract, practices that clearly violate, harm and/or undervalue artistic work and the transfer of voice and performance rights should not be validated nor should benefit from the contract; in short, the rights of the hereinabove mentioned groups must be taken into consideration.

We deem it necessary for the whole sector to be aware that the contractual agreements that until now covered the transfer of rights over voice and interpretation were not intended to cover the purposes derived from this new reality. Thus, there is a logical and legitimate unease about the possible and potential use and transfer of data, information, content, and other elements subject to different rights that, relying on the aforementioned agreements, access areas that are not expressly authorized, being used to feed artificial intelligence systems with no compensation.

For such reason, we hereby wish to raise awareness—among the collective and the sector as a whole—of the irregularity of the hereinabove mentioned practices. So long as there exists no specific regulation nor contracts that expressly provide this purpose, create standards and appropriate mechanisms to provide content to AI systems are signed, we ask the collective to **refrain from making non-consensual transfers of image rights and/or intellectual property rights nor using existing databases without the corresponding authorizations and consents.**

It is to be noted that the unauthorized use of such data will present a violation of the intellectual property rights and a breach of data protection regulations, in addition to affecting personality rights in terms of self-image—which includes one's voice—being the right of self-image recognised as a fundamental right in our Magna Carta. Thus, should we become aware of the exercise of such practices, all necessary actions will be taken to report them.

The signatories of the hereby announcement are aware of the benefits that come

with all technological innovations regarding AI. However, we do consider that a framework of legal certainty that preserves the rights of voice artists and professionals is a must. We are all facing a challenge that requires the involvement not only of the authorities and legislative body, but also of all those who are part of the dubbing and voice collective as a whole.

In this regard, and in order to guarantee the principles of legal certainty and transparency in the signing of the hereby agreement, we consider it necessary to include the following terms and conditions as clauses regarding the transfer of voice rights:

“The use of voice, modulation, timbre, gestures and analogues of the voice talent and/or voice actor/actress is not permitted or transferred to be used for feeding, training, simulating or any similar action related to such, in artificial intelligence (AI) programs or projects, robotics or any other methodology that uses or transforms the voice originally recorded by the voice talent and/or actor/actress, to be used for any purpose other than the one detailed in the hereby agreement, which is to give voice and interpret the character/s of a specific production. It shall be distorted, if necessary, only for such specific production”.

“The use of voice, modulation, timbre, gestures and analogues of the voice talent and/or voice actor/actress is not permitted or transferred to be used for feeding, training, simulating or any similar action related to such, in artificial intelligence (AI) programs or projects, robotics, computer games or any other methodology that uses or transforms the voice originally recorded by the voice talent and/or actor/actress, to be used for any purpose other than the one detailed in the hereby agreement”.

PASAVE’s legal counsels and boards of directors:

