



Introduction

The **Best Practices Guide for Artificial Intelligence Protections** is designed to assist those navigating the new AI provisions within the Independent Production Agreement (IPA). It outlines key considerations before the creation and use of a digital Double of a Performer and aims to ensure that the rights of the Performers are protected.

For the purposes of this guide, unless explicitly stated otherwise, “Performer” includes all categories of work under the IPA, including Stunt categories. This document provides clarity on what is allowable under the new terms and highlights important factors when working with AI.

This is a living document and will be updated and revised as additional questions and concerns are brought forward from the Membership.

Disclaimer: Sample rider language and recommended amendments are provided for guidance only and does not constitute legal advice. We strongly recommend consulting a qualified legal professional for advice and opinions.

TL;DR: What You Need to Know About AI and Your Rights

This guide helps you understand how your voice, face, or performance can be used by AI — and how to protect yourself.

Your Rights

- You must be asked first.
No one can make a digital version of you (called a “Digital Replica”) without your clear, written consent.
- You must know what it’s for.
You must be told exactly how your replica will be used, and for how long.
- You must be paid fairly.
If your digital double is used in another show, film, or ad, you deserve more money. Even if they change your performance after filming, you must be paid.
- You can say no.
If you don’t want to be turned into a Digital Replica, you don’t have to. Saying “no” should never stop you from getting a role

When AI Is Used

- Before filming:
Producers must tell ACTRA Toronto and clearly say how they’ll use AI.
- On set:
You must get 48 hours’ notice before they make a Digital Replica of you.
- After filming (post-production):
If they change your voice or face with AI, you must agree to it, and you must be paid.

Extra Tips

- If you don’t want your digital double used after you die, say so in your contract.
- If you’re a background performer, and AI makes it look like you’re speaking or acting, you may need to be upgraded and paid more.
- Never agree to AI use if you’re unsure. Ask ACTRA for help.

What AI Can’t Do Without You

- Use your digital double in another show without asking you.
- Change or fake an intimate scene.

For questions or concerns, contact ACTRA Toronto info@actratoronto.com

1. Understanding AI Use in Performances

Under the new AI terms in the IPA, a **Digital Replica** may only be created with the advance consent of a Performer to replicate their voice or likeness for use in a Production.

Key considerations:

- Specific criteria must be met before obtaining consent from a Performer for the creation of a Digital Replica.
 - Performers must be compensated fairly.
 - Producers must disclose any planned use of AI in pre-production meetings with ACTRA Toronto.
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2. Key Protections for Performers Under the IPA

“You have the right to say no to a Digital Replica, and you must be paid fairly if you say yes.”

3.1 Performer Consent is Mandatory

- Producers must notify Performers and Background Performers at least **48 hours in advance** when services are required for the creation of a Digital Replica.
- Consent must be separately signed or initialed by the Performer or Background Performer.

3.2 Allowable Use of Digital Replicas

- Production must tell you what your Digital Replica will be used for, and you must agree to that use in writing. In the IPA, this is called a “reasonably specific description”.
- Consent automatically continues after a Performer's death unless explicitly revoked at the time of contracting.
- You may negotiate the following recommendation if you don't want your consent for the use of your Digital Replica to continue after death.

Recommended amendments:

- *“The Producer shall not have the right to use the Performer’s Engagement-Based Digital Replica following the Performer’s death, unless otherwise expressly authorized in writing by the Performer or, upon death, their estate.”*

3.3 Fair Compensation for Performers

- Performers must be compensated for Digital Replica creation unless it occurs on a day they are already engaged to work for the Producer.
- If a Performer's Digital Replica is used in a different Production, the daily rate for the ACTOR category serves as the minimum for negotiation (excluding Background Performers). You may negotiate the following recommendation.

Recommended amendments:

- *“The Performer’s Contracted Fee (plus Use fees as applicable) shall be the minimum for purposes of the bargaining with respect to use of a Performer's Engagement-Based Digital Replica in connection with a Production other than one for which the Performer was engaged or in any other field or medium.”*

3.4 Post-Production AI Use

- Producers must **obtain consent** and **provide compensation** when AI modifications are made to a Performer's performance during post-production. Essentially, if your performance is changed with AI after filming, you must agree to it in writing and be paid for it.
- Any **repurposing or reuse** of Digital Replicas must align with IPA terms and include proper consent.

3. Best Practices for Specific Categories of Performers

3.1 General Performer Guidelines

- Notification at least 48 hours in advance.
- Separate consent documents must be provided to be signed or initialled by the Performer.
- Producers must specify a reasonably specific description of the intended use.
- Performers should negotiate for additional compensation at their Contracted fee if their Digital Replica is used in another Production or episode.

3.2 Stunt Performers

- Similar to general Performer guidelines.
 - Notification at least 48 hours in advance.
 - Separate consent documents must be provided to be signed or initialled by the Performer.
 - Producers must specify a reasonably specific description of the intended use.
 - Performers should negotiate for additional compensation at their Contracted Fee if their Digital Replica is used in another Production or episode.
- The Stunt Performer should be paid for the appropriate category for the number of days/weeks that the Stunt Performer would have been required to perform those scenes in person.
- Can negotiate terms preventing posthumous use of their Digital Replica.

3.3 Animation Performers

- Similar to general Performer guidelines.
 - Notification at least 48 hours in advance.
 - Separate consent documents must be provided to be signed or initialled by the Performer.
 - Producers must specify a reasonably specific description of the intended use.
 - Performers should negotiate for additional compensation at their Contracted Fee if their Digital Replica is used in another Production or episode.
- Note the total line count that an Animation Performer's Digital Replica is used in, as it may affect the category of work that the Animation Performer was initially contracted for.
- Can negotiate terms preventing posthumous use of their Digital Replica.

3.4 Background Performers

- If a Background Performer's digital replicas are used in **Principal or Actor Roles**, they must be compensated accordingly
- **Lip or facial movement alterations** that make it appear a Background Performer is speaking require an upgrade to the appropriate category of work.

4. Best Practices for Productions

4.1 Pre-Production

- Producers must disclose AI use and notify the **ACTRA Toronto Business Representatives**.
- Clearly outline AI's application and use within the Production.
- Ensure that AI use aligns with the IPA terms.

4.2 Casting & Contracts

- Casting Directors must disclose AI use in breakdowns.
- As per Articles G & H of the IPA, producers must obtain **explicit, informed consent** from performers before using AI to replicate their image, voice, or performance. Such consent must be in writing and must clearly specify the intended use, duration, and compensation structure.
- Contracts should include AI-specific clauses detailing:
 - Whether Digital Replicas will be created.
 - Compensation.
- Producers must ensure AI use aligns with **ACTRA, WGC, SAG-AFTRA, DGC, NABET Unifor 700 and IATSE** agreements, particularly concerning AI's impact on performer rights and residuals

Dentons AI Guidelines: <https://www.dentons.com/en/insights/guides-reports-and-whitepapers/2024/october/30/generative-ai-in-media-production>).

4.3 Production & On-Set Guidelines

- Performers must be notified 48 hours prior to the creation of a Digital Replica.
- AI cannot modify intimate scenes without written consent.
 - Per IPA Article G, AI cannot be used to create or modify intimate scenes without the performer's **express written consent**. Productions should use best efforts to engage an **Intimacy Coordinator** when using AI in such contexts.
- AI should not replace Background Performers where human Performers should have been contracted, and the appropriate background count met.

4.4 Post-Production & AI-Generated Content

- AI-altered performances must be flagged in post-production and submitted for performer review if contractually required (IPA Article G & H).
- Performer consent and compensation must be honored for post-production AI modifications.
- AI-generated outputs must be stored securely to prevent unauthorized distribution
Dentons AI Guidelines: <https://www.dentons.com/en/insights/guides-reports-and-whitepapers/2024/october/30/generative-ai-in-media-production>).
- Performers retain approval rights over AI-modified scenes where contractually obligated.
- AI-generated performances shall not misrepresent a performer’s intent or artistic expression.

4.5 Performer & Creator Rights | Copyright & Ownership of AI-Generated Works

- AI-generated content **may not qualify for copyright protection** in Canada. Producers should verify the legal status of AI-created materials before relying on them
Dentons AI Guidelines: <https://www.dentons.com/en/insights/guides-reports-and-whitepapers/2024/october/30/generative-ai-in-media-production>).
- Performers retain intellectual property rights over their AI-generated likeness unless otherwise contractually agreed.

4.6 Performer & Creator Rights | AI in Marketing & Promotional Materials

- AI-created marketing content featuring performers must be pre-approved.
- No AI-generated endorsements or deepfakes may be used without explicit consent.

5. Dispute Resolution

- Violations of AI-related IPA terms are subject to grievance procedures under A10 (limited to monetary damages).
- Performers should submit documentation of violations, including contracts and vouchers, to ACTRA.

6. Ethical & Legal Considerations

6.1 AI Bias & Representation

- AI models used for casting, scriptwriting, or editing must be **evaluated for bias** to ensure fair and diverse representation.
- Producers should **not** rely solely on AI-generated decisions for casting or creative choices.

6.2 Transparency & Audience Awareness

- Productions should disclose AI use in end credits where applicable.
- AI-generated actors, voices, or performances should be labeled to maintain transparency with audiences.

7. Glossary of AI Terms

The contracted language for all definitions listed below can be found in full in the IPA in Parts G and H.

- **Digital Replica** - there are two types of replicas collectively referred to as Digital Replicas that can be created, Engagement Based Digital Replicas and Independently Created Digital Replicas.
- **Engagement Based Digital Replica** – (EBDR) is a replica of the voice or likeness of a Performer and is digitally created when a Performer is engaged on a Production and the Performer physically participates in such creation. The purpose of an EBDR is to show the Performer in scenes where they didn't actually perform, but have consented to appear in.
- **Independently Created Digital Replica** – (ICDR) is a digitally created asset that is intended to look and sound like a real, recognizable Performer, but the Performer is not engaged for the Production in which it will be used but have provided consent for the replica to be used.
- **Background Performer Digital Replica** - is digitally created when a Background Performer is engaged on a Production and the Background Performer physically participates in such creation. The purpose of a Background Performer Digital Replica is for use in scenes where they didn't actually perform, but have consented to appear in.
- **Animation Performer Digital Replica** – as in live action, there are two types of replicas collectively referred to as Digital Replicas that can be created of Animation Performers,

Engagement Based Digital Replicas and Independently Created Digital Replicas.

- **EBDR – Animation Performers** is a replica of the voice of an Animation Performer created when a Performer is engaged on a Production and the Performer physically participates in such creation. The purpose of an EBDR is to use the voice of the Performer in scenes where they didn’t actually perform but have consented to appear in.
- **ICDR – Animation Performers** is a replica of the voice of an Animation Performer created exclusively from their voice in a Role, but the Performer is **not** engaged for the Production in which it will be used but has provided consent for the replica to be used.
- **Digital Alteration** – if the voice or likeness of a Performer is digitally altered beyond what would be considered standard practice (see G105 for a detailed definition), Performer consent must be obtained, and the Performer must be provided with a reasonably specific description of the intended alterations.
- **Generative Artificial Intelligence** – the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content based on those patterns. It does not include “traditional AI” technologies that are currently used in Production. (see G2 for a detailed definition)
- **Synthetic Performers** - are digitally generated characters created through Generative Artificial Intelligence technology. If a Synthetic Performer looks like a recognizable Performer, consent is required from that Performer.
- **Synthetic Voices** – are fake voices made by AI. If it sounds like you, permission is needed.

8. Sample Rider Language

Disclaimer: the following is provided for guidance only and does not constitute legal advice. We strongly recommend consulting a qualified legal professional for advice and opinions.

9.1 Negotiation for AI Usage in other Productions

“The Performer’s Contracted Fee (plus Use fees as applicable) shall be the minimum for purposes of the bargaining with respect to use of a Performer’s Engagement-Based Digital Replica in connection with a Production other than one for which the Performer was engaged or in any other field or medium.”

9.2 Revocation of Consent to use a Digital Replica After Death

“The Producer shall not have the right to use the Performer’s Engagement-Based Digital Replica following the Performer’s death, unless otherwise expressly authorized in writing by the Performer or, upon death, their estate.”

9.3 Limitations on AI Use

“For clarity, such license does not grant the right to sell or utilize a Performer’s Engagement-Based Digital Replica for the training of Generative Artificial Intelligence (GAI) systems. Additional use in other mediums or productions requires the Performer’s prior consent and must be bargained separately with the Performer.”

9. Key Takeaways

- AI must be used in a way that **enhances** but does not replace human creative contributions.
- Performers must have **agency** over how AI is used to modify their performances.
- Productions must ensure AI compliance with **union agreements, copyright law, and ethical best practices**.
- AI governance in media is evolving; this guide will be updated as regulations develop.

Frequently Asked Questions

- **If I do not consent to the creation of a Digital Replica before I am booked, am I entitled to compensation?**

If you have not been booked on a Production and decline consent to the creation of a Digital Replica, you are not entitled to compensation.

- **If I give my consent, do I have to do something to revoke it after death? Is consent implied unless I revoke it at the time of contracting?**

Consent of use of your digital replica after death is implied unless it is revoked at the time of contracting.

- **Are days where I am required to provide services for the creation of an EBDR subject to Use Fees?**

If a Performer is called in to create an EBDR on the same day they perform other work for the Producer, it is treated as work time, and Use Fees apply (G102 (a(ii))).

- **If an EBDR is created on a day that I am scheduled to work, are there additional fees payable to me?**

If a Performer is called in to create an EBDR on a day that they are already scheduled to work, such time forms part of the work day.

- **Can I revoke my consent at any time?**

Consent may not be revoked after it has been given. If a Performer wishes to revoke consent after death, that must be done at the time of contracting.

- **What happens if a Digital Replica is created of me for a character that I am not contracted for in the Production?**

If Production wishes to use your Digital Replica in a new role, the assertion would be made that this is for an Independently Created Digital Replica, and consent and compensation would be required per G103.