

The AI Clause Checklist

Questions to nail down before you sign — or send — a performer agreement

AI can now do things to a performance that old contracts never contemplated: alter a face or voice, create a digital replica, generate a performance that never happened, or use footage as training data. A performer agreement written for the old world is usually silent on all of it. Use this checklist to make sure the agreement addresses AI specifically, on purpose, before anyone signs. “Producer may use artificial intelligence” is not a clause. It's a loophole.

Key distinction to hold throughout: AI used on the WORLD (sets, lighting, background, environment) is a different permission than AI used on the PERFORMER (face, voice, body, performance). Never let them be bundled into one sentence.

Part 1 — The Core Questions (both sides)

- ☐ **World vs. performer.** Does the agreement clearly distinguish AI used on the environment/production from AI used on the performer's face, voice, body, or performance?
- ☐ **Digital replica.** Can the production create a digital replica or digital double of the performer? If yes, for what specific purpose? If no, does the agreement say so?
- ☐ **Performance alteration.** Can AI alter the performance the performer actually delivered — voice, line readings, facial expressions, movement? (This is the line Gal Gadot drew.)
- ☐ **Generated performance.** Can the production generate a performance the performer never gave — new lines, new scenes, new expressions — in the performer's likeness or voice?
- ☐ **Training data.** Can the performer's footage, scans, or voice be used to train an AI model — for this production or beyond it?
- ☐ **Scope, term, territory.** For any AI use granted: is it limited to THIS production, or does it extend to sequels, marketing, or future projects? For how long? In what territories?
- ☐ **Future consent & pay.** If new AI uses come up later that the contract didn't cover, must the producer come back for consent? Is there separate compensation?
- ☐ **Union compliance.** If the performer is union (SAG-AFTRA), does the agreement satisfy the guild's digital-replica consent and compensation requirements? (Guild minimums and consent rules control.)

Part 2 — If You're the PERFORMER

Your default: grant narrowly, reserve everything else. Silence is not protection — if the clause doesn't address an AI use, a broad grant elsewhere in the contract might sweep it in.

- ☐ Have I limited my consent to only the AI uses I actually agreed to — and reserved digital replicas, performance alteration, generated performances, and training use unless specifically negotiated?
- ☐ Is my consent specific and informed — naming the production and describing exactly what will be done and how it will be used?
- ☐ Is the AI consent opt-in and affirmative, not buried in a broad boilerplate grant?

- ☐ Have I checked the OTHER clauses (work-for-hire, results and proceeds, likeness) to make sure they don't quietly grant AI rights the AI clause seems to withhold?
- ☐ Am I being separately compensated for any AI rights I'm actually granting?

Part 3 — If You're the PRODUCER

Vague language is not your friend either. An overbroad “we can use AI” grant is the kind of thing that gets challenged — and with union talent, it can run straight into SAG consent requirements you didn't satisfy. Precision protects you.

- ☐ Have I granted exactly the AI uses my production actually needs — no more, no less — rather than a vague catch-all?
- ☐ Do I have the performer's informed, documented, specific consent for each AI use I'm relying on?
- ☐ If I'm using union talent, have I satisfied the SAG-AFTRA digital-replica consent and compensation requirements?
- ☐ Have I confirmed that the rights I need for AI are actually granted here — and not just assumed to come with the work-for-hire/ownership language (they don't automatically)?
- ☐ Is there a paper trail showing what the performer agreed to, in case it's ever questioned?

Remember: a performer's likeness, voice, and identity are governed by the right of publicity (state law) and, for union performers, the SAG-AFTRA agreement — NOT primarily by copyright. Owning the footage as a work made for hire does not automatically give you the right to digitally recreate or alter the performer. That right has to be granted specifically.

This checklist is a general educational resource, not legal advice. Right-of-publicity law varies by state and union agreements impose their own requirements. Have any AI clause reviewed by qualified counsel before signing or sending.