

Zurich, August 2024

## ***AI Text Modules and Information Sheet***

**Version 1.0**

### **Introduction and clarifications**

This information sheet is intended to help performing artists of all disciplines to clarify the most important questions regarding with the use of "AI" (Artificial Intelligence) in their contracts. The text modules can be incorporated into contract offers. In most cases, contracts already contain a clause that states the transfer or granting of rights. In case of doubt, the text modules can also be inserted into final provisions.

The transfer of rights is an important element of contracts. The Swiss Copyright Act (CopA) grants artists distinct rights so that they can manage the use and adaptations of their works and performances. Essentially, these rights pertain to the following: broadcasting, retransmission, making perceptible, making available, performing, reproducing, lending, renting, synchronising performances and the recording thereof. Artists therefore have the right to decide whether, when and in what manner their works and performances are used and under which conditions.

We generally recommend discussing contract offers with a specialist. Various organisations offer free counselling to artists. A list of organisations offering advice can be found at the end of this information sheet.

If a company wishes to obtain additional rights or usage options, compensation must be increased in proportion to their value. In such cases we also recommend contacting a professional organization and seeking out colleagues for their experience and talking openly with them about finances.

### **Instructions for implementation**

The terms marked in yellow must be adapted to the individual wording or actual intentions of the contract. For example, producers are often named in contracts instead of the word **COMPANY**.

#### **A. General clause**

The general clause is intended to clarify for all parties how an agreement is to be interpreted in case of doubt. Article '16 para. 2 CopA' in conjunction with article '38 CopA' and the principle of "in dubio pro auctore" apply - the rights specifically mentioned in the contract are always transferred and, in case of doubt, the contract is interpreted in favour of the artist. **We recommend inserting the following sentence in every contract.**

*"The list of transferred rights is final. All rights not explicitly transferred to **COMPANY** shall remain with ARTIST. Types of use or alternative configurations resulting from technical developments or changes in the law are not covered by the transfer of rights. The transferred rights relate exclusively to the uses expressly agreed below. Any other use is prohibited."*



## B. General possible uses of performances

This module is intended for contracts that relate to clearly definable projects such as recordings for an album (e.g. artist's receipt or a tape lease deal) or a film project (an acting employment contract). It covers the following topics in particular:

- Training an AI tool with the produced recording
- COMPANY wants to produce a recording and use it in the agreed upon project

"ARTIST grants COMPANY all neighbouring rights to the performances provided for the contractual project. The granting of rights is exclusive OR non-exclusive

for the whole world OR for the following countries: xxx

for the duration of xy years from the beginning of the contract OR for the duration of the term of protection.

The recordings may only be used within the scope of the contractual project. Any other use outside of the project is not the subject of this agreement. This also applies to all test, rehearsal or warm-up recordings. In particular, it is prohibited to use all recordings to train AI tools or to alter the recordings manually or automatedly with technical aids without the express consent of ARTIST. It is also prohibited to isolate individual elements (e.g. voice) or to use them outside of the contractual project. This also applies in particular to changing personality traits such as appearance, voice or body, changing the language being spoken by the voice of ARTIST or changing/replacing the text or individual words."

## C. Specific possible uses of individual elements of performances or personality

### Voice

This text module is intended for commissions or assignments in which interpreters must use their voice, e.g. as a speaker, singer or actor, and the interpreter wants to control mainly this aspect.

The following scenarios with vocals are conceivable:

- altered tonality or quality of vocals
- Change of language (for example, Chinese instead of German)
- altered lyrics or text
- vocals isolated for new recordings (new lyrics in new project)

"ARTIST grants COMPANY all neighbouring rights to the performances provided for the contractual project. The granting of rights is exclusive OR non-exclusive



*for the whole world OR for the following countries: xxx*

*for the duration of xy years from the beginning of the contract OR for the duration of the term of protection.*

*The recordings may only be used within the scope of the contractual project. It is generally prohibited OR only permitted for the agreed purposes to edit recordings of the voice belonging to ARTIST by means of computer-aided editing or by using Artificial Intelligence to alter the voice in any way, to change the language, to have the voice speak or sing new texts or individual words or isolate the vocals for new recordings, regardless of whether this is done using one or both aforementioned editing options or not."*

### Face / Body / Movement

This text module is intended for commissions or assignments in which interpreters must use their face and/or body, e.g. as a dancer or actor, and the interpreter mainly wants to control this aspect.

The following scenarios are conceivable:

- Altered appearance of face or body (older, younger, fatter, thinner, hair colour, length, etc.)
- Combination of face with another body
- Combination of body with another face
- Altered type of movement (faster, slower, more sluggish, more agile, changed sequences)

*"ARTIST grants COMPANY all neighbouring rights to the performances provided for the contractual project.*

*The granting of rights is exclusive OR non-exclusive*

*for the whole world OR for the following countries: xxx*

*for the duration of xy years from the beginning of the contract OR for the duration of the term of protection.*

*The recordings may only be used within the scope of the contractual project. It is generally prohibited OR only permitted for the agreed purposes to alter recordings of faces or bodies by means of computer-aided editing or by using artificial intelligence to make ARTIST look older or younger, fatter or thinner, to change their hair colour or length, to change their facial expressions etc., and to combine essential traits such as the face or body with other faces or bodies. Additionally, the type and content of body movements may only be changed with the express consent of ARTIST."*



#### D. Use of recorded performances for other projects

This concerns the case in which an artist agrees, regarding a specific project, that their personal characteristics such as appearance or voice may be digitally altered. However, he or she wishes that for further use in the context of other projects, consent must again be given in a new contract. Examples of additional projects, particularly in the audiovisual field, could be prequels, sequels, spin-offs or completely new projects in general, e.g. by placing an actor/actress or a musical performance in a new context.

"ARTIST grants COMPANY all neighbouring rights to the performances provided for the contractual project.

The granting of rights is exclusive OR non-exclusive

for the whole world OR for the following countries: xxx

for the duration of xy years from the beginning of the contract OR for the duration of the term of protection.

The recordings may only be used within the scope of the contractual project. It is strictly prohibited to use for additional projects the recordings of elements from the performance/performances, in particular voice, instruments, face, appearance and movement. This includes namely prequel, sequel, spin-off and new projects."

#### Instruments

This text module is intended for music artists who grant the rights to their recordings to third parties via an artist's receipt or licence agreements.

The following scenarios are conceivable:

- altering the recordings (new melody, rhythm, tonality, timbre etc.).

"ARTIST grants COMPANY all neighbouring rights to the performances provided for the contractual project.

The granting of rights is exclusive OR non-exclusive

for the whole world OR for the following countries: xxx

for the duration of xy years from the beginning of the contract OR for the duration of the term of protection.

The recordings may only be used within the scope of the contractual project. It is generally prohibited OR only permitted for the agreed purposes to modify recordings of instrument(s) by means of computer-aided editing as well as by using Artificial Intelligence to create new melodies, rhythms or tonality as well as to isolate them for use in new recordings, regardless of whether this is done using one or both aforementioned editing options or not."



### E. Changing the use of performances or works within an ongoing project

This refers to the situation where significant changes are made during an ongoing project that go beyond the original agreement, e.g. script changes, role changes or if instruments or vocals are used in a new or significantly altered piece of music.

*“It is generally prohibited OR only permitted for the agreed purposes to use recordings of elements from performances, in particular voice, instruments, face, appearance and movement, by means of manual computer-aided editing as well as by using Artificial Intelligence for changes within the project. This includes script or role changes and use the vocals or instruments in a new or greatly altered context or piece of music, etc.”*

### F. Counselling Services:

- ASSITEJ Theater für junges Publikum (<https://assitej.ch/Home>)
- Danse Suisse Dance Association (<https://dancesuisse.ch/en>)
- Schweizerische Interpretengenossenschaft (<https://www.interpretinnen.ch/>)
- Swiss Musicians’ Union – SMV-USDDAM (<https://smv.ch/en/>)
- SONART – Musikschaffende Schweiz (<https://www.sonart.swiss/>)
- SSFV Schweizer Syndikat Film und Video (<https://www.ssfv.ch/de>)
- SSRS Le Syndicat Suisse Romand du Spectacle (<https://ssrs.ch/>)
- Szene Schweiz – Berufsverband Darstellende Künste (<https://en.szeneschweiz.ch/>)
- t. Theaterschaffen (<https://www.tpunkt.ch/>)
- Vereinigung professioneller Sprecherinnen und Sprecher – VPS / ASP (<https://www.vps-asp.ch/>)