

STANDARD VOICEOVER PERFORMANCE CONTRACT

JOB NUMBER

PART 1: Scope of Work

This contract applies to all voiceover mediums and is only valid if signed on behalf of the PRODUCER, the CLIENT and the VOICE ARTIST and/or AGENT. Terms and Conditions in Part 5 shall apply and form part of this contract. Complete applicable items and delete where indicated.

- 1. THE VOICE ARTIST (AGENT) ADDRESS POSTCODE PHONE
2. THE PRODUCER (Production House or Advertising Company)
3. THE CLIENT (Advertiser)
4. THE PRODUCT OR SERVICE
5. LOCATION OF RECORDING TIME OF RECORDING

Table with 3 columns: Number of working hours, Commencing (am/pm on .../.../ 20...), Concluding (am/pm on .../.../ 20...)

6. ROLE TO BE PLAYED BY THE VOICE ARTIST

7. DETAILS OF WORK & LIMITATIONS OF USE:

Table with 6 columns: Media*, Territory of Usage*, Duration of Usage*, Number of Tracks*, Length of Tracks*, Machine-Learning or AI Digital Double*

- *Media: Specify television, BVOD/SVOD, PIP, in app, in game, DOOH, cinema, radio, DAB+, internet radio, music streaming, podcasts, audio streaming, in-store, corporate, internal non-commercial, intranet, post-synchronisation, ADR.
*Territory: Specify the countries the work will be broadcast to (if applicable). If Australia, '1 state or more than 1 state'?
*Duration of Usage: How long will the tracks be 'on air' / online or in the public domain? Such as: 'up to 3 months, up to 6 months or up to 12 months' for commercials. Buyout available for non-commercial only.
*Number of Tracks: How many tracks will be made from the recordings? This is based on key numbers. Even if the same recording is used, the track count will be determined based on how many key numbers created.
*Length of Tracks: Such as 6, 10, 15, 30, 45, 60, 90 or 120 seconds for commercials or in minutes/hours for other media.
* Machine- Learning or AI Digital Double: If this audio will be used for machine-learning purposes, has the intent of being used to create an AI Digital Double, or this Voice Artist's Digital Double will be used to create the tracks(s) listed, please state which and complete the applicable Part(s) on Page 2. Any section left blank will be deemed not applicable.

8. LIMITATIONS OF USE: If usage exceeds specified terms, additional fees will be due. Rollover fees are calculated based on the rate and terms from the original contracted duration and terms. If additional tracks / key numbers / cut down versions of the tracks are made, fees are payable based on the minimum commercial rates within the current MEAA Voiceover Industry Rate Card as a new fee (not as an upgrade or adjustment to the original fee charged). Any product, client or technology limits should be outlined:

9. ADDITIONAL RATES AND LOADINGS:

Name Association: The Producer shall not have the right to use the Voice Artist's name in connection with the Product or Service unless agreed by all parties. The total fee is doubled where the Voice Artist's name is visually or audibly used for any project. Political: The total fee is doubled for political projects. Character Voices: A character fee is added to the base recording fee on all tracks per character. Broadcast clearance of Voice Impersonation is the Client's responsibility. Overseas Usage: When commercials are used in additional countries, the total fee will attract additional loading fees. Editing: Where a performer is required to self-direct, and/or create retail-ready files (edit, proof and master), extra charges may apply.

10. SPECIAL CONDITIONS (not to be inconsistent with the other terms in this contract)

If all of Parts 2, 3 and 4 are not completed, all parties agree The Performer's voice and recording will not be used for the purposes of training or creating AI-generated voices, clones, digital doubles or large language models, as per Part 5, Sections (I) (J) and (L).

PART 2: Machine-Learning

This section is optional and is only to be filled out should the aforementioned voice performance have the intention of being used to **contribute to Machine-Learning**. Leave this Part blank in order for the VOICE ARTIST, PRODUCER and CLIENT to be covered by all clauses in PART 5.

Check the Following:

Training for Audio Repair & Editing Software - YES NO AI VO Data Set Training - YES NO

Any Other Machine-Learning Use (please specify) - YES NO

Fee for Release (outlined in Item 7):
(e.g. Compensation for human performance being used for machine-learning where applicable)

Machine-Learning Consent:
(Signed by VOICE ARTIST to solidify the terms detailed in Part 2)

PART 3: Creation of an AI Digital Double

This section is optional and is only to be filled out should the aforementioned voice performance have the intention of being used to **create an AI Digital Double**. From its creation date, Client must provide all typed/written prompts, as well as all generated audio logs using the synthetic or Digital Double every 30 days. After the Agreed Licence Period ends, the Digital Double and all original files must be deleted with proof sent to the VOICE ARTIST within 90 days. Rates for the creation of an AI Digital Double are by negotiation. Rates for the recording of the AI Digital Double will be no less than the Submission rate on a per hour basis as detailed in the current **MEAA Voiceover Industry Rate Card**. Leave this Part blank for the VOICE ARTIST, PRODUCER and CLIENT to be covered by all clauses in PART 5.

Check the Following:

AI Digital Double Creation - YES NO AI Synthetic Likeness Creation - YES NO

Fill out the Following:

Limits to Technological Use:
(e.g. Creation of 1 or many digital doubles, internal or public-facing, no use outside this production, etc)

Access:
(e.g. Specifically who can access the digital double, which companies have access, will this be resold, etc)

Agreed Licence Period: (___ - ___ - ____ to ___ - ___ - ____)
(e.g. How long will the digital double(s) be in use, etc) (ie, Start to end of use in DD-MM-YYYY)

Deletion of Audio File: (___ - ___ - ____)
(e.g. Confirmation that PRODUCER and CLIENT will both delete the files, etc) (DD-MM-YYYY)

Fee for Release (outlined in Item 7):
(e.g. Compensation for the creation of the total digital doubles created, etc)

Digital Double Consent:
(Signed by VOICE ARTIST to solidify the terms detailed in Part 3)

PART 4: AI Digital Double Performance and Usage

This section is optional and is only to be filled out should the **AI Digital Double** of the respective VOICE ARTIST had performed the aforementioned track(s) in Item 7 of PART 1. The VOICE ARTIST requires either a copy of the audio recording, or the transcript, prior to the track going live in order to give their consent. Voiceovers created using generative AI technology will be paid at no less than the current MEAA rates and for the same periods of usage as a studio-recorded voice.

Digital Double Performance Consent:
(Signed by VOICE ARTIST following their review of the digital double performance material)

AGREED TOTAL FEE: \$.....

Parties may sign after completing Part 1. Should Machine-Learning or AI be needed, Parts 2, 3 or 4 must be filled before signing and VOICE ARTIST is to sign below. AGENT may sign on behalf of the VOICE ARTIST for Part 1 only.

_____ Signed by or on behalf of the VOICE ARTIST	_____ Print Name	_____ DATE (DD-MM-YYYY)
_____ Signed by or on behalf of the PRODUCER	_____ Print Name	_____ DATE (DD-MM-YYYY)
_____ Signed by or on behalf of the CLIENT	_____ Print Name	_____ DATE (DD-MM-YYYY)

PART 5: Terms and Conditions

WHEREAS: The PRODUCER has been engaged by or on behalf of the CLIENT to produce the Advertising Material and the PRODUCER hereby engages the VOICE ARTIST in the production of the Advertising Material.

A. DEFINITIONS:

THE VOICE ARTIST, THE PRODUCER AND THE CLIENT AGREE AS FOLLOWS:

to act in good faith and to use the current **MEAA Voiceover Industry Rate Card**.

NB: A Voice Artist may be engaged as an employee or an independent contractor depending on what is agreed between the parties. The term 'ENGAGEMENT' can refer to either arrangement, but the nature of the arrangement should be noted by the parties including who may be liable for any PAYG tax deductions. Tax, Superannuation, GST and Insurance obligations may depend on the nature of the arrangement between the Parties, who should seek professional tax advice on their responsibilities. Any entitlement to Superannuation should be paid on top of the agreed fees.

B. CONDITIONS OF ENGAGEMENT:

1. **THE ENGAGEMENT:** The Producer engages the Voice Artist, and the Voice Artist agrees to perform the work, as set out in Part 1.
2. **PAYMENT:** Payment for the work shall be made within 14 days from when the work is performed.
3. **WORK OUTSIDE THE PERIOD OF ENGAGEMENT:**
 - (a) Unless otherwise stipulated in Item 10, the Voice Artist shall be obliged to work as required overtime, post-synchronisation, postponements, tags and re-takes which shall be at a mutually agreed time (and rate) and shall not be unreasonably delayed by either the Producer or the Artist.
 - (c) If either party, after reasonable effort, is unable to fulfil its obligations under the preceding sub-clause the engagement shall be concluded at the time indicated in Item 5 of Part 1.
4. **MINIMUM RATES:** The Minimum rates for recording and usage are set out in the current **MEAA Voiceover Industry Rate Card**.
5. **CANCELLATION:** If the engagement is cancelled through no fault of the Artist the Artist shall be paid a cancellation fee which is no less than the submission rate on the current **MEAA Voiceover Industry Rate Card**.
6. **POSTPONEMENT:** If a booking is postponed and rebooked within 24 hours, a fee which is no less than the submissions rate on the current **MEAA Voiceover Industry Rate Card** will apply.

C. CONDITIONS OF USE:

- (a) **TYPE, NUMBER, MEDIA AND LENGTH:** As stipulated in Item 7 of Part 1.
 - (b) **TIME AND AREA:** As stipulated in Item 9 of Part 1 Area is restricted to Australia unless otherwise specified in Item 10.
 - (c) **ROLL OVER:**
 - (1) Where the initial Period of Use is 12 months or less, subject to the Voice Artist's written consent the recording may be used beyond the original contracted period for up to 2 consecutive periods of the same duration and scope of usage. The Voice Artist shall be paid an additional fee equivalent to the original Negotiated Performance Fee, such payment to be made prior to commencement of extended use. Fees for further use of the Materials following the 2 consecutive rollovers, or where the scope of usage (media, term, territory, or number/length of edits) is changed from the original contract, shall be negotiated in good faith.
 - (2) The Voice Artist may withhold his consent to continued use but only on grounds of the legitimate professional concern of the Voice Artist.
 - (3) These roll-over provisions shall operate on the expiry of each period of extended use.
 - (4) In the event that the roll-over option has been exercised and the advertising material is not used in any 12 months period after the initial usage period then the advertising material shall not be used without the further consent of the Voice Artist.
 - (5) The roll-over option shall be initiated no sooner than two months prior to the expiry of the time limitation and will expire if not initiated prior to the expiration of the time limitation.
 - (6) MEAA recommends that payment of Superannuation on contracted and all subsequent rollovers be negotiated into every deal to support performers' retirement incomes.
- D. PROPERTY IN THE ADVERTISING MATERIAL:** Subject to the term and condition of this Contract, all property and copyright in the Recording and all parts thereof shall belong exclusively to the Client or the Client's assignee or nominee.
- E. PARTIES BOUND:** The parties agree that any limitations on use of Recording contained in this Contract may be entered into by the Producer as agent of the Client, and in such circumstances, may not be otherwise binding on the Producer or any other person or company.
- F. COPYRIGHT:** It is the responsibility of the Client to make sure that all recorded material is free from any Copyright or Intellectual Properties breaches. A Voice Artist cannot be made liable for recording any material that is later found to be in breach of Copyright or Intellectual Property laws.
- G. LICENCE:** The Client licenses the right to use the Recording from the Voice Artist under the terms set out in this Contract. This includes the term of use and any limitations on that use. If the Recording is used after this period, then the use would be unauthorised until any re-licensing terms are agreed.
- H. EXCLUSIVITY:** The Voice Artist cannot be held to be exclusive to the Client or Producer unless specifically agreed as part of the Contract. Any such exclusive arrangement would need to be negotiated between the Parties.
- I. USE IN PRODUCTION ONLY:** The use of the Recordings and the Performers voice is strictly permitted only with respect to the Project as agreed in the Contract, and neither the Producer, the Client (or any affiliated Company or Group) shall use the Recordings or the Performer's voice (including by means of any generative Artificial Intelligence application or other digital replica) in any other projects or material without the prior, written consent of the Performer.
- J. ARTIFICIAL INTELLIGENCE:** The Producer and the Client agree not to utilise any portion of the Recording or Performance for purposes other than those specified in the initial Agreement between the parties, including but not limited to creation of synthetic voice or digital double, or for machine learning. The Parties will not sell or transfer ownership to all or part of any of the original files recording the performance of the Performer to any third party for purposes of using the files for Artificial Intelligence, or for the generation of any artificial voice within the prior, written consent of the performer. The consent must be specific to the intended use so that the Artist can make proper informed consent to the use of their voice.
- K. SYNTHETIC / DIGITAL DOUBLE VOICE:** If the Performer consents to the creation of an artificial generated voice (using all or part of the performers voice) then the Parties will negotiate in good faith as to a payment for the time in recording the voice, and for any and all subsequent use of the voice including the agreed content, terms of use, and any period of use or agreed licence period. The Performer may request a copy of the transcripts or recording prior to release and the Producer and Client will act in good faith to limit any risk or liability to the Performer. Starting from the creation of the AI Digital Double, Client must provide all typed/written prompts, as well as all generated audio logs using the synthetic or Digital Double voice every 30 days until the audio used to create the AI Digital Double and the Digital Double itself is deleted.
- L. FILE STORAGE:** The Producer and Client agree to use good faith efforts to prevent any files of recordings or performances stored in digital format containing the Performer's voice from unauthorised access by third parties, and if such files are stored in "the cloud" or elsewhere, the Producer will utilise services that offer safeguards through encryption or other "up-to date" technological means from unauthorised third party access.
- M. FILE DELETION OF DIGITAL DOUBLES:** After the Agreed Licence Period ends, as documented in Part 3, the Producer and Client will delete and destroy all original raw files and recording of the Performer's voice as well as any copies of the Digital Double. Proof of deletion to the Voice Artist is to be sent within 90 days. This does not require destroying commercials or other voiceovers that contain performances generated by the Digital Double.
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