COMPARISON OF UNION AND EMPLOYER PROPOSALS AS OF MAY 2, 2025

On May 2, SAG-AFTRA's Interactive Media Agreement Negotiating Committee responded to the video game employers' April 30 offer with a comprehensive A.I. proposal, detailed in the chart below. This chart also includes our analysis in plain language of what the proposed changes would mean for performers.

Key:
Union Additions
~~Union Redline to Employer Language~~

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The following provisions apply prospectively effective [insert date that is the first Sunday that is 90 days after the developers' receipt of notice of ratification]. The parties reserve their respective positions and rights as to the scope of mandatory coverage under the Interactive Media Agreement.	TA (Tentative Agreement)
Add the following to Article __, Section __:	TA
[Note: The Union is prepared to agree to the below SPP definition on the conditions that: 1. The bargaining history over SPP has no impact on any pending claims; 2. The Employer can demonstrate to the Union that the Union will have the ability to verify when performance is used in an Interactive Program for Integration or generation of new Material.]	This is one of two bargaining notes that are not official contract language or technically part of the proposal, but items or clarifications we wanted to highlight for employers. Employers have claimed that they lose track of performances during game development except for voice and visual performance in cinematics. We need to protect pending claims under the current contract from any potential impact of these negotiations.

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	We also need clarity on how they will keep track of performances in order to pay when they use it later.
"Secondary Performance Payment" (SPP) refers to a one-time payment that is required when the Employer uses the results and proceeds of a Principal Performer's covered performance, including by generating new Material, but excluding Replication, rendered on or after [insert date that is the first Sunday that is 90 days after the developers' receipt of notice of ratification] (excluding any voice-over captured from the recordings) in any other Interactive Program produced by Employer. The SPP shall be 125% of IMA Scale per session worked if paid at the time of the session or within 90 days thereof in addition to the session payment during which the applicable performance was recorded; however, Employer can elect to pay the SPP thereafter, in which case the payment will be 135% of IMA Scale per session worked during which the applicable performance was recorded. The SPP may not be credited against Integration or Limited Integration payments (if any). Once per year, the Union may make a reasonable request in writing and the Employer will provide reasonable information regarding Employer's payments of the SPP ~~in the last twelve months~~. Should Employer pay Integration, no SPP shall be paid for those same excerpts.	This is a new payment meant to help protect PCAP Performers from being fully displaced by GAI. Employers have tried to use it as a way to discount the existing Integration payment. We countered the underlined sentence to bring the concept back to its original purpose. We are willing to give, however, on: the amount of payment, allowing for an annual audit, making the payment optional rather than mandatory. Employers see Integration as moving clips from one game to another. Our position (and how the language is written) is that it is moving over your performance from one game to another. We rejected the 12 month limit on reporting about the use of an actor's performance because games take much longer than 12 months to make and we might need information that goes farther back than 12 months. This is an in-perpetuity buyout.
Add the following to Article I, Section 3, Definitions:	TA
"Processing Practices": The term "Processing Practices" means the processing, editing, rearranging, altering, or manipulating of Material for purposes such as, without limitation, clarity, noise reduction, timing and speed, pitch and tone, sweetening, layering, stitching, effects, filtering, extending,	TA

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retargeting, color correction, latticing, character rigging and skinning, character blendshapes, mesh, texture and animation cleanup and polishing, and visual asset cleanup.	
“Vocal Digital Replica”: “Vocal Digital Replica” means a digital replica capable of algorithmically generating new vocal performances in the voice of a specific Principal Performer that is: (i) created using digital technology; (ii) created primarily from the IMA-covered vocal performances of the Performer; and (iii) used to independently generate new vocal performances, not previously recorded by the Performer ~~and in lieu of that Performer~~, that are objectively identifiable as that specific Performer (including in the role of a character).	We strike "in lieu of that Performer" because in bargaining Employers have pointed to historic practices of creating expressive characters without actors and have refused to explain why they need the terminology "in lieu of performer" in this definition. Without any explanation from Employers, this makes "in lieu of that Performer" highly debatable as a standard of protection, an argument they could use to exclude a Performer from Replica protections, even if the output is made from and identifiable as you. We have conceded to objective identifiability (not readily identifiable or attributable.)
“Visual Digital Replica”: “Visual Digital Replica” means a digital replica capable of algorithmically generating new visual performances of a specific Principal Performer in particular role(s) that is: (i) created using digital technology; (ii) created primarily from the IMA-covered visual performances of the Performer; and (iii) used to independently generate new visual performances of the Performer in specific role(s) in scripted cinematic content, not previously recorded by the Performer ~~and in lieu of that Performer~~, where those visual performances are objectively identifiable as the Performer (including in the role of a character).	See above. In addition, employers have not explained why they need "in particular roles". As not all characters are named, this could be another way to carve certain performers out of Replica protection.
“Generative Artificial Intelligence”(“GAI”): The parties acknowledge that definitions of GAI vary, but agree that the term generally refers to a subset of artificial intelligence that learns patterns from data and produces content	TA

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based on those patterns (e.g., ChatGPT4, MidJourney, Dall-E2, Sora, Veo, ElevenLabs). It does not include 'traditional AI' technologies programmed to perform specific functions throughout game production such as character animation. The term GAI is used for convenience and shall also apply to any technology that is consistent with the foregoing definition, regardless of its name.	
Independently Created Digital Replica ("ICDR") means a digital replica capable of algorithmically generating new performances of a specific Principal Performer who has been employed under a SAG-AFTRA collective bargaining agreement within the preceding three (3) years: (i) that is created using digital technology; (ii) that is ~~primarily~~ not created from ~~vocal performances or audiovisual performances (visual and vocal performance combined) or live action performances of that Performer that were not~~ IMA-covered performances ~~or is created by prompting a GAI system with that Principal Performer's name;~~ (iii) that is used to independently generate new ~~vocal~~ performances, ~~new audiovisual performances~~ of the Performer ~~in specific role(s) in scripted cinematic content, or live-action performances;~~ (iv) where the newly generated performances would have been covered by the IMA ~~had that Performer done the work themselves~~, and are objectively identifiable as that specific Performer's ~~s voice~~ (including in the role of a character) ~~and/or visual likeness (for live action performances)~~; and (v) where that Principal Performer does not have an IMA-covered employment arrangement for the Interactive Program in which the ICDR will be used. The foregoing definition does not include performances primarily created from visual-only performances not covered under a SAG-AFTRA Agreement.	Prior to this counter, Employers only wanted to give AI protections to NEW performances under the IMA. That meant that anything and everything done previously, and all performances taken from outside the IMA, would be given NO protections. They are now willing to cover any work done under the IMA, no matter when it was recorded, as a Digital Replica. Also, if you are employed under the IMA for a particular project, they cannot designate your replica as an ICDR for that project. Employers' ICDRs offer lesser rights from regular DRs: no payment minimums, requiring the Performer to bargain Pension & Health contributions, and lowercase c consent. Capital C Consent includes everything below, whereas lowercase c consent means asking permission and that's it. We have conceded on payment and P&H bargaining, and explicitly carved out Visual-Only input not covered by a SAG-AFTRA contract, but insist on needed aspects of Consent, e.g. right to suspend Consent during a strike. Employers' version of ICDRs have 4 "gates" for qualifying: SAG-AFTRA experience, input type, output type, and recognizability. All "gates" are required - if any of the "gates" are

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	not met, the performance will receive no protections, as it's not covered by the contract at all. We have rewritten for clarity and to respect both reserved positions on what is covered by the IMA - the Employers' version intrudes on SAG-AFTRA's reserved position. Employers' version of the "gates": Gate 1: SAG-AFTRA experience. This covers not only full SAG-AFTRA members but folks with a minimum of recent work experience under any SAG-AFTRA contract -- not just the IMA. This gate is inclusive. Gate 2: Input. Visual-only performance capture is obviously carved out here, even if it was covered on a SAG-AFTRA contract. Prompting is only covered if using the Performer's name - any other prompting including by character name has no protection. Gate 3: Output. Without further or different understandings from Employers, it appears that Visual-only is carved out, which means any form of input can be used to make visual-only Replica output without protection, meaning facial performance or movement performance. Even things that pass Gate 2 get carved out here - e.g. live-action TV/film performances could be used to make movement or facial Replica performance (whether in-game or cutscenes), and not be covered. Gate 4: Recognizability. Even if you are recognizable by your facial performance or movement performance, you are carved out. Only visual likeness (what your face literally looks like in-person) and voice are covered.

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Visual Digital Replica(s), Vocal Digital Replica(s) and Independently Created Digital Replica(s) may be referred to collectively herein as “Digital Replica(s).” Consent and Compensation limitations unique to ICDRs can be found in Section 3. ~~For the avoidance of doubt, Independently Created Digital Replica(s) are referred to separately.~~	Including ICDRs under the umbrella of "Digital Replicas" as a formal definition attaches rights throughout the contract, such as full Consent and the ability to arbitrate disputes through SAG-AFTRA - Employers do not want this. We have included ICDRs with the other Digital Replicas as a term, but we have agreed to certain carveouts in Section 3.
“Real-Time Generation”: “Real-Time Generation” means the dynamic generation of vocal Material ~~voiced dialogue~~ in real time by a Vocal Digital Replica in any publicly released version of an Interactive Program, where the vocal Material ~~voiced dialogue~~ was not pre-generated. For clarity, Real-Time Generation does not include Material generated by a Digital Replica during the course of production.	"Voiced Dialogue" does not necessarily include monster/creature sounds or efforts. We have countered with "Vocal Material" to include those covered performances as well.
“Consent” means consent that is set forth in writing in a clear and conspicuous manner and may be obtained through an endorsement or statement in the Performer’s employment contract that is separately signed, checked, or initialed by the Performer or in a separate writing that is signed by the Performer. The employment contract or separate writing must disclose a reasonably specific description of the intended use of the Digital Replica including: (i) the information required by Article II, Section 8.A; and (ii) whether the Performer’s Digital Replica will be used for Real-Time Generation ~~of dialogue~~. If the Employer meets the foregoing requirements in or with such writing, then “Consent” permits the Employer to use the Digital Replica for such roles, including all permitted uses under this Agreement. If such information is not provided in or with such writing, Employer must obtain separate consent for use of the Digital Replica for such roles. Consent that is granted with respect to the creation of new Materials using	**If we accept Employer language, Performers will have to pay back money to avoid scabbing a strike as their digital replica.** (Note that per the Employers unlimited buyouts, that number could be $6k per game or higher, and that for ICDRs you can't suspend your consent during a strike even if you were prepared to pay the money back. The same is true for "scratch" or "pre-viz" use where Performer has been hired on a franchise, and these concepts could be interpreted broadly during a strike.) We have made multiple concessions on the information in Consent, and once you give consent for Real-Time Generation, it is in perpetuity. ICDRs do not have the same level of consent as Vocal and Visual DRs.

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a Digital Replica for an Interactive Program shall be deemed suspended during a strike for Interactive Programs subject to the strike, and, for Interactive Programs that are not subject to the strike, Performers may suspend their Consent during such strike by written notice to Employer.~~, provided that in either case, any compensation paid by the Employer for the Digital Replica with respect to such Materials shall be repaid on a pro rata basis as an express condition precedent to the suspension of Consent.~~ Notwithstanding the foregoing, Consent shall not be suspended for any Materials generated by the Digital Replica prior to the strike or for Digital Replicas that are incorporated into an Interactive Program prior to the suspension of Consent for the purposes of Real-Time Generation ~~of dialogue~~. For the avoidance of doubt, Consent described above shall not apply to the use of an ICDR, which terms are set forth in Article I, Section __, subsection 3.	
Add a new Section ___ as follows:	TA
It is understood that this Section is not intended to restrict Processing Practices or to expand or contract the Employer's or the Union's rights and obligations existing as of [date of ratification], such as, without limitation, Integration, Limited Integration, and Reuse rights. The scope of covered work under this Agreement is not being expanded or contracted.	TA
~~Subsections 1-2 apply when an Employer uses the results and proceeds of the Performer's IMA-covered performances produced under this Agreement, directly or through a third party, to create a Digital Replica of a Principal Performer and uses such Digital Replica as provided herein.~~ Any time spent by the Performer employed under this Agreement in furtherance of creating the Digital Replica shall	We have included ICDRs under the umbrella term of DRs, so all provisions of the Agreement apply unless expressly carved out. Some of the rights employers have cut away from ICDRs that we have put back in our proposal include: The ability to suspend consent during a strike, and

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be ~~compensated~~ treated as work time. Notwithstanding the foregoing, this Section will not apply to the use of a Digital Replica to generate alterations that are substantially as scripted, performed, and/or recorded by the Performer.	The ability to arbitrate violations through SAG-AFTRA. Time spent working must be treated as work time, not just compensated as work time. You're also entitled to safe working conditions and other hard-won union rights.
1. Use of Digital Replica	TA
The Employer must obtain the Performer's Consent and negotiate compensation as described below, prior to the use of a Digital Replica of that Performer in connection with Interactive Programs. ~~subject to the limited exception for pre-production use expressly set forth herein.~~ Any Consent that the Performer granted during the Performer's lifetime shall continue to be valid after the Performer's death unless explicitly limited otherwise at the time of the initial Consent. In the event the Principal Performer is deceased at the time the Employer seeks any required consent (and the Employer has not already obtained consent during such Performer's lifetime or the Principal Performer's consent is no longer valid after death), the Employer shall obtain the consent of the authorized representative (or the Union, if the deceased Principal Performer's authorized representative cannot be identified or located) who represents the deceased Principal Performer's exclusive rights as determined by applicable law. Employer shall exercise its rights to use Digital Replica(s) under this Section consistent with its obligations under Article I, Section 20 of this Agreement.	We maintain that Consent should be required for your DR even for scratch or pre-viz. Obtaining Consent from a Deceased Performer's estate or barring that, SAG-AFTRA, mirrors CBA and Animation Agreements.
Except as provided in Article I, Section 18 "Trailers; Promotions", use of Material from Digital Replicas from an Interactive Program in a Linear Program shall be subject to Reuse	TA

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provisions, as applicable, pursuant to Article I, Section 17 of this Agreement.	
Performer's Consent for the use of the Performer's Digital Replica other than in the Interactive Program for which it was originally created must be obtained prior to the use of the Digital Replica, but may not be obtained at the time of initial employment. As an exception solely to the restriction of obtaining Consent at the time of initial employment, when a Performer is employed on an Interactive Program specifically identified to be part of a franchise, Consent to use the Performer's Digital Replica in the Interactive Programs of the franchise may be obtained at the time the Performer is first employed, provided that Employer gives a reasonably specific description of the intended use in such franchise and subject to the Performer and Employer reaching an agreement on the compensation on a per Interactive Program basis, subject to scale minimums as provided below.	Consent for DR use is per game, except that we have conceded bargaining for use in a franchise, which requires a reasonably specific description of use and paying at least scale per game. There is still no agreed upon definition of franchise.
[Note: Consent for Pre-production use throughout a franchise can be obtained per the above]	Without capital C Consent, you would not be able to suspend your Consent during a strike for scratch. "Scratch" and "production" are not uniformly standard terms or phrases in games. Right now, employers have to find another performer to scab as placeholder or stand-in performance during a strike, but without the ability to suspend your Consent they could use your Replica to do it as you.
No Consent is required for Processing Practices.	TA
2. Compensation for Use of Digital Replica	TA
Compensation shall be treated as wages for all purposes. Payments may not be credited against any other compensation.	TA
If the Employer uses Digital Replica(s) in the	TA

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publicly released version(s) of an Interactive Program, the Employer shall compensate Performer in one of the following ways:	
a. Employer shall pay the Performer compensation for use of a Vocal Digital Replica in an amount not less than the Limited Integration payment set forth in Article I, 19.C.2, Section 19 “Compensation.” For purposes of calculating the number of lines generated by a Vocal Digital Replica, a “line” shall include, on average, ten (10) words of dialogue or one (1) individual sound, such as monster or “effort” sounds.	TA We agree to compensate Vocal DRs using the Limited Integration standard of the IMA (scale/portion of 300 lines)
~~b. If the use of a Digital Replica includes an unlimited amount of dialogue and/or an unlimited amount of new visual performances in specific role(s) in scripted cinematic content in connection with an Interactive Program (excluding use of a Vocal Digital Replica for Real-Time Generation), then Employer and Performer shall negotiate in good faith compensation in an amount no less than six hundred percent (600%) of applicable minimum scale that allows for the generation of new Material with the Digital Replica for a three (3) year period, which may be renewed for successive three (3) year periods at the Employer’s election by paying an amount equal to the agreed compensation. If the Employer opts to not renew, it cannot generate new Material using the Digital Replica after expiration of the applicable three (3) year period, but can continue to utilize the Material already created in connection with that Interactive Program. The parties recognize that this provision is being negotiated at a time when the usage of digital replicas is in the process of exploration, experimentation, and innovation. Therefore, this subsection 2(b) shall expire upon the expiration of this agreement, as it may be extended by the~~	We reject unlimited DR use buyouts without a strong, clear justification. Employers have urged that Real-Time Generation and visual performance outside cinematics are difficult to track and pay by specific amount of use. We have repeatedly asked for why they can't pay by specific amount of use for performance they do typically track, meaning dialogue and visual performance for cinematics. No answer. Buyouts as a payment structure inherently benefit employers and make it harder for performers to make a sustainable living. This is evident wherever buyouts are introduced - more than a convenience, they are typically a purposeful discount to employers. Most performers work fewer than 7 sessions or so on this contract. If the buyouts were mandatory, every single actor would get them, and many performers would make more than they normally do, while the performers (leads, certain utility and movement performers) who work 10, 40, 70 sessions per game would stand to make MUCH, MUCH less. This would be a huge issue for those performers. But these buyouts are NOT mandatory, which

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~~parties, and will be of no force and effect thereafter unless it is renegotiated. At such time, any existing agreements with Performers under this subsection 2(b) shall remain in full force and effect.~~	makes it an issue for everyone. If Employers estimate that they need your Replica for fewer than 6 sessions worth of Material, or they don't need your Replica at all, they will not offer you the buyout. If they need your Replica for more than 6 sessions, they will offer you the buyout. Again - if you would have made less than 6x scale, you will not make 6x scale from the buyout because you will not get it. If you would have made more than 6x scale, you will not make more than 6x scale by getting the buyout. Only performers with exceptional individual leverage would be able to negotiate a buyout like this higher than union minimum.
c. If the use of a Vocal Digital Replica includes Real-Time Generation ~~of vocal performances~~ in connection with an Interactive Program, then Employer and Performer shall negotiate in good faith compensation in an amount no less than seven hundred fifty percent (750%) of applicable minimum scale. The parties recognize that Real-Time Generation is being negotiated at a time when the usage is in the process of exploration, experimentation, and innovation. Therefore, this subsection shall expire at the end of the term of this Agreement, not including any extensions, and will be of no force and effect thereafter unless it is renegotiated. At such time, any existing agreements with Performers under this subsection shall remain in full force and effect.	We required a sunset of this provision because it is experimental and we don't know the impact of this capability. This is a concession from us because we acknowledge it may be too difficult and too costly for Employers to turn this function off. We have also conceded on being paid annually.
d. Employer shall pay the Performer compensation for use of a Visual Digital Replica in an amount not less than applicable Scale for the number of production days that the Employer determines the Performer would have been required to work had the Performer instead performed that work in person. The Employer will make a good faith effort to estimate the number of production days	TA

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(without regard to scheduling considerations e.g., intervening days, under consecutive employment provisions, overtime, meal periods, rest periods, etc.) utilizing objective criteria.	
e. For content that is created using both a Vocal Digital Replica and a Visual Digital Replica, the compensation shall be the greater of subsection 2(a) or 2 (b) ~~(d) or an agreed-upon amount under 2(b).~~	TA
If Employer creates new Material generated by a Digital Replica solely for use in pre-production Material (e.g., “scratch”, “pre-viz”) for an Interactive Program, Employer shall pay the Performer a Scale payment, which may not be credited against any other amount due., ~~and Consent is not required if such Interactive Program is part of a particular franchise of Programs in which Performer has been engaged by Employer.~~	Employers want to be able to use your Replica for pre-production in a franchise you've worked on without ever getting your permission, but are willing to pay you a minimum of scale. We hold that they should always have to let you know and get your Consent. Some companies pay session by session for performers to record for pre-production, whereas many don't pay for this work or don't use performers at all. Paying a single session fee for all scratch use on a project is a middle ground.
The aggregate number of sessions worked by the Performer in creating the applicable Digital Replica, if any, shall be included in the calculation of such Performer’s Additional Compensation bonus due under this Agreement for the applicable Interactive Program; provided that in no event will any session be counted more than once for purposes of such calculation.	TA
The Additional Compensation bonus shall be calculated based on the number of the equivalent sessions of work created by a Vocal Digital Replica based on Limited Integration, or for a Visual Digital Replica based on estimated days of work	TA
If the agreed use of a Digital Replica includes ~~unlimited lines or~~ Real-Time Generation ~~of dialogue~~, Employer shall pay such Performer	We reject unlimited DR use buyouts.

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the maximum required additional compensation bonus for such Interactive Program.	
No compensation is required for Processing Practices.	TA
3. Use and Compensation of Independently Created Digital Replicas	This section carves out ICDRs from standard DR rights.
Employer may use an ICDR in connection with an Interactive Program, including for pre-production Material (e.g., "scratch", "pre-viz"), upon obtaining consent and bargaining for that use, which bargaining may include freely negotiating that the Principal Performer's compensation will be subject to contributions to the SAG-AFTRA Health Plan and AFTRA Retirement Fund at the rate and terms specified in the IMA. Consent must be clear and conspicuous and obtained prior to use in a writing signed by the Principal Performer that includes a reasonably specific description of the intended use, which will include whether the ICDR will be used for Real-Time Generation ~~of dialogue~~. ~~To the extent known at the time of the consent, s~~ Such description ~~should~~ must also include: (1) code name of the Program; (2) whether the Program is based upon a previously published intellectual property, including any film, television program, novel, play, videogame, or other work; (3) whether the Performer is being asked to reprise a role from a prior game; (4) description of genre (as one or more of): a) fighting/shooter, b) role playing game, c) simulation/racing/sports, or d) puzzle/casual/kids & family/strategy; and (5) whether use of profanity, content of a sexual or violent nature, or racial slurs are required.; and (6) Length of Performer's role (e.g., estimated equivalent sessions/days of work). This information may be made subject to a non-disclosure agreement. Consent and	ICDRs get lowercase c consent and pay differently than regular DRs - there is no union minimum and Performer must also bargain to include Pension & Health contributions. Employers' offer would not: require consent for scratch, disclose estimated length (size/number of sessions) of the role, or have the option to suspend during a strike. We hold on those but concede: consent must be separately signed, and certain types of info about the role/project from Section 8.A of the IMA that don't apply as much to the use of Replicas. Those are: "6. Whether stunts will be required, 8. Use of unusual terminology, 9. Whether memorization is required, and 10. whether cue cards or other prompting devices will be used." Section 8.A was added at the conclusion of the last strike in 2017 - one of the things we struck for was transparency about projects/roles. Games are secretive. This inhibits our ability to make choices about what to audition on and how to approach that audition, and to bargain effectively. Employers' resistance to this clause undermines the mutual resolution of our last strike. **Another concession crucial to note: consent and bargaining are not required if the ICDR is provided by a third-party/another company that the Performer has authorized.** Be aware that any

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bargaining are not required under this subsection 3 if the ICDR is provided by a third party that is authorized to provide the ICDR by the Performer. Consent that is granted with respect to the creation of new Materials using an ICDR for an Interactive Program shall be deemed suspended during a strike for Interactive Programs subject to the strike, and, for Interactive Programs that are not subject to the strike, Performers may suspend their consent during such strike by written notice to Employer. Notwithstanding the foregoing, consent shall not be suspended for any Materials generated by the ICDR prior to the strike or for ICDRs that are incorporated into an Interactive Program prior to the suspension of consent for the purposes of Real-Time Generation.	outside replica you license or approve could be used on an IMA videogame without being subject to this contract.
No consent is required when the use is of the type protected by the First Amendment to the United States Constitution, including but not limited to instances when the First Amendment would protect a use for purposes of comment, criticism, scholarship, satire or parody, or would protect a use in a docudrama, or historical or biographical work. Any consent that the Performer granted during the Performer's lifetime shall continue to be valid after the Performer's death unless explicitly limited otherwise. In the event the Performer is deceased at the time the Employer seeks any required consent (and the Employer has not already obtained consent during the Performer's lifetime or the Performer's consent is no longer valid after death), the Employer shall obtain the consent of the authorized representative (or the Union, if the deceased Performer's authorized representative cannot be identified or located) who represents the deceased Performer's exclusive rights as determined by applicable law.	TA

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No consent or bargaining is required for Processing Practices.	TA
Except as provided in this subsection, no other compensation terms of this Agreement shall apply to the use of an ICDR.	
4. Digital Replica and ICDR Usage Report	TA
Employer agrees that it will provide Performer, within 90 days of the public release of the applicable Interactive Program, reasonable information about the usage of Digital Replicas and ICDRs of such Performer (to the extent applicable), including a reasonably specific description of the use ~~character(s)~~ for which the Performer's Digital Replica or ICDR was used and a reasonably specific description of the compensation calculation (e.g., number of lines specified, estimated number of production days) ~~or~~ and the negotiated payment.	Your Consent requires a reasonably specific description of use, so the usage report should also describe the final use. It is not as helpful to understand what the characters are like, as it is to find out what the Employer had those characters do (reasonable specificity of use might well include both.) We hold that Employer should provide both the number of lines/estimated days AND the negotiated payment in the usage report. If they only report the payment and not how much Material they made with your Replica, you would never know how much value your payment represents. Because games are often large, dynamic worlds with tens to hundreds of hours of gameplay, it will be very difficult to confirm how much or in what way Employer used your Replica without a detailed usage report.
5. Generative Artificial Intelligence	TA
The parties acknowledge the importance of human performance in Interactive Programs and the potential impact on employment under this Agreement when a GAI system is used in lieu of Performers to generate Material for use in Interactive Programs that would otherwise be performed by those Performers	TA

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Employer acknowledges that the provisions of this Section (XX) do not address all possible forms of digital replicas, and agrees that, with respect to any such digital replicas not covered herein, it shall comply with all applicable law and legal requirements in connection with the creation and use of such digital replicas, which requirements may include, without limitation, obtaining consent and bargaining for such use	TA
A digital asset intentionally created through GAI to generate performances that are objectively identifiable as a specific Performer's performance (including in character), shall be treated as an ICDR, unless the GAI system is trained on IMA-covered performance, or the Performer is employed in the game in which the digital asset is used, in which case it shall be a Visual and/or Vocal Digital Replica, as applicable.	We have conceded a purely output-based Digital Replica, based on recognizability. But Employers haven't met us in the middle there here - they still maintain an input-based prompting carveout. If they prompt using their own IP, it doesn't matter to them that it comes out expressing as you and can displace you - they would avoid the protections and obligations of the contract entirely. We crafted this language as yet another attempt to seek compromise. SAG-AFTRA has no wish to police the specific inputs of companies, only to protect the specific performers impacted by the output. The word "intentionally" is very forgiving and arbitrable.
6. Dispute Resolution	TA
Claims for violation of this Section (XX) are arbitrable under Section 41 of the IMA and must be brought under that Section in front of an arbitrator who is selected from among a predetermined list of [insert odd number] arbitrators mutually agreed upon by the Union and the Employers. It is the intent of the parties that the predetermined list of arbitrators must only include arbitrators who have the relevant expertise and experience to determine claims brought under Section (XX).	TA
The parties shall attempt to mutually agree upon an arbitrator to hear and determine the dispute from the aforementioned list. If the	TA

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parties cannot agree upon an arbitrator to be appointed, then each party shall have the right to alternately strike one name from the list until such time as one arbitrator is left. The first party to strike a name shall be the party initiating the claim. The arbitrator who is left shall be appointed as the arbitrator in the proceedings, and the costs and expenses of the arbitrator shall be shared equally by the Union and Employer. The arbitrator shall be selected within fifteen (15) days from the date the arbitration demand is served. The arbitrator's remedy in any arbitration brought under this Section (XX) shall be limited to monetary damages.	
7. Mutual Cooperation on Generative Artificial Intelligence	TA
Subject to the appropriate confidentiality agreements, the Employers and SAG-AFTRA shall meet regularly during the term of the 2022-2028 Agreement to discuss the topics in this Section and Section __. The parties agree the discussion will include topics such as how to enforce the rights and obligations hereunder.	TA