

NCA Generative AI / Digital Replica Rider

THIS RIDER is attached to the Performer Contract dated _____ between the parties _____ (Performer) and _____ (Engager) and is intended to replace and supersede any conflicting language in the Performer Contract.

1. Definitions

For the purposes of this Rider:

“Digital Replica” means any digitally created, altered, synthesized, or simulated representation of the Performer’s voice, likeness, face, body, movements, gestures, expressions, biometric identifiers, or performance style, whether photorealistic or stylized, whether generated in whole or in part through artificial intelligence, machine learning, generative artificial intelligence, or similar technologies, whether now known or hereafter devised.

“AI Technology” includes artificial intelligence, machine learning, generative AI, voice synthesis, image synthesis, motion capture synthesis, and any related or successor technologies.

2. General Prohibition and Reservation of Rights

Except as expressly permitted under this Rider, Engager shall not use, authorize, permit, or exploit any recording, performance, voice, likeness, or Digital Replica of the Performer through AI Technology.

All rights not expressly granted are reserved by the Performer.

Nothing in this Rider shall be interpreted as a blanket authorization or implied consent.

3. Conditional and Limited Use of Generative AI and Digital Replication

Engager may utilize AI Technology to reproduce or digitally replicate the Performer’s voice or digitally replicate the Performer’s voice or likeness in connection with the specific Production only if all of the following conditions are met:

a) Advance Notice Engager must notify the Performer in advance of engagement of any proposed use of AI Technology or Digital Replication.

b) Specific Written Consent

Engager must obtain the Performer’s prior written consent, signed by the Performer. Such consent must include a reasonably specific description of:

- the intended use
- the scope, duration, and media of use

- whether the use involves voice, likeness, or both
- the specific AI Technology or platform to be used

No implied, blanket, retrospective, or embedded consent shall be valid.

c) Technology Limitation

Any approved Digital Replica shall be subject to and safeguarded by a closed, proprietary system controlled by the Engager or Client. The Performer's voice, likeness, or Digital Replica shall not be used for the training, improvement, or development of other AI models, datasets, or systems, whether internal or external.

4. Compensation and Engagement Status

Where AI Technology or Digital Replication is approved under this Rider:

- The Performer shall be engaged under an ACTRA contract.
- The Performer shall be compensated for:
 - the original session
 - all uses
 - all versions, iterations, or outputs created through AI Technology

Compensation shall be no less than what the Performer would have received had the work been performed in person.

5. Prohibited Uses

For greater certainty, Engager shall not:

- use the Performer's voice, likeness, or Digital Replica for AI training or dataset development. For greater certainty, no portion of the Performer's voice, vocal likeness, or recorded performance may be used to train, develop, fine-tune, test, or otherwise improve any artificial intelligence, machine learning, or generative system without Performer's prior express written consent and separate compensation.
- generate or authorize any additional content beyond the initial engagement that imitates, evokes, or is intended to approximate the Performer's distinctive appearance, identity, performance style, or mannerisms through AI Technology, whether or not such output constitutes an exact replica
- sell, transfer, assign, license, or otherwise exploit any AI-generated output incorporating the Performer without the Performer's express written consent
- authorize any third party to do any of the foregoing

Any purported use or transfer in violation of this Rider is null and void.

6. Data Security and Retention

Engager shall implement commercially reasonable and up-to-date security measures to protect any digital files containing the Performer's voice, likeness, or Digital Replica, including encryption where stored digitally or in cloud-based systems.

Retention of such materials shall be limited to the duration strictly necessary for the approved use.

7. Supremacy and Interpretation

This Rider shall supersede any conflicting language in the Performer Contract. Nothing in this Rider limits or waives any ACTRA rights, moral rights, or future collectively bargained protections.

The Parties have caused this Agreement to be executed as of the Effective Date.

Engager: _____

Signature: _____

Date: _____

Performer Name: _____

Signature: _____

Date: _____