

First meeting of the taskforce “Assignments of Rights in Dubbing and Artificial Intelligence”.

Presentation of the artistic side.

Madrid, February 7, 2024

Having established the necessary precautions so that at this taskforce, or dialogue table, we can advance safely and constructively towards the protections that the dubbing and voice-over sector needs in the face of artificial intelligence, I am going to make a presentation on the context and the situation that has led us here from the point of view of the artistic side; a presentation that in no case should be understood as specific proposals to be dealt with in this group.

As you all know, organising this taskforce has been an arduous process, which began last May 15 2023, with a communication sent from PASAVE to the dubbing studios, in which we already transmitted the fundamental bases of the problem that has brought us here today: that the appearance of technologies that use generative artificial intelligence to create voice models in the market results in a situation of legal defenselessness for actors and actresses, when it comes to signing assignments of rights, which did not exist until then. And this legal defenselessness appears for several reasons:

-Firstly, because, as always, technology reaches the market before proper regulation is set in place.

-Secondly, because the assignments of rights over our voice and interpretation that we are obliged to sign in dubbing if we want to work are so broad in many aspects that they generate doubts about their scope and limitation.

Fortunately, in recent months we have seen how artificial intelligence regulation, which is absolutely necessary since this technology will reach almost all jobs and almost any aspect of our lives, has taken fundamental steps, such as the approval of the text of the

proposed AI Act of the European Union, which includes the need to respect the General Data Protection Regulation, image rights, and the rights of authors and performers, a group to which, as you know, we belong. The AI Act specifies the need to respect two key concepts for us, such as transparency and traceability, in the sense that if a result has been generated by artificial intelligence it must be properly identified and labeled, and that companies must demonstrate that they have explicit authorization to use the data with which the algorithm has been fed or to generate a result.

It is with the concept of "**explicit authorization**" that we must return to the scope of the assignments of rights, and reflect on the need to reconstruct and limit them. Workers in the artistic side of the dubbing and voice-over sector in Spain wish to sign clauses that clearly state what we are giving away. Our reality is that in order to be able to work we have to accept, without the possibility of negotiation or consensus, assignments that sometimes do not comply with Spanish or European Union legislation, authorizations to transform our interpretation without clarifying how, future commitments that you cannot contemplate at the time of signing for the simple fact that they do not yet exist and that are contrary to our Intellectual Property Law, or waivers of economic and even moral rights, which cannot be waived and therefore we consider them null and void. And all of this without receiving, in almost all cases, any compensation or remuneration in exchange for such assignments.

We are also talking about voice rights, which are fundamental and unrenounceable rights, protected in our own Constitution in article 18, and in the Organic Law 1/1982, and which require a limited use of the assignment. In addition, anything that exceeds the agreed use and generates an economic benefit, including the use of our voices for AI training, would be an unjust enrichment, and the LO 1/1982 itself provides for legal actions and sanctions in case of illegitimate intrusions for violation of fundamental rights. We want to make clear that these situations are exactly what we want to avoid; hence the need to adapt assignments to our legal system and to the interests of each party, since we do not wish to go to court to denounce clauses that we consider null or questionable, but to sign conditions with which we agree, and that allow you in turn to perform the normal exploitation of the work or recording where our voices are incorporated.

Addressing these aspects is a historical claim of our community, and in fact is reflected in the preamble of Madrid's current Collective Agreement of Dubbing and Sound, so the dubbing studios (our employers), represented by their respective studio associations (our natural interlocutors, since we are unions and workers' associations), **cannot be unaware of this claim.**

On the other hand, we cannot know if the distributors are aware of it or not, since we have never talked to you directly from the artistic side.

The dubbing studios informed us they could not attend to our requests since the wording of the assignments of rights is always given by their clients, the distributors, and even when the assignment is the studio's own model, its wording has been previously approved by them. And it is because of this particularity that we came to the need to articulate this three-way taskforce, with the artistic side (PASAVE), the dubbing studios, and the distributors, who, despite not being our employers, are the final recipients and beneficiaries of our rights over our voices, including intellectual property rights, and the ones who have the final say, according to what studios and studios organisations have told us. Hence the need to convey to you that it is because of this lack of explicit limits on the assignments of rights that we have reached this situation of defenselessness and urgency.

Here it is important to remember that, at the beginning of the first collective negotiations in Madrid, the artistic side approached FEDICINE (Federation of Motion Picture Distributors) in order to deal with the specific issue of the clauses inside the assignments of rights, and they redirected us to the dubbing studios at that time (2015).

We do not want anyone to be misled: **this is a dialogue table. It is not a collective bargaining table**, but it is a **collective exercise in defense of fundamental rights.**

Actors and actresses, in any sector or specialty, cannot afford to negotiate particular conditions of employment or assignments of rights individually, so we have to always take it to collective bargaining, as it is set out in the Spanish Workers' Statute, setting a minimum of necessary rights, which can always be improved by individual agreement.

We seek to ensure that employees have the legal certainty that their contracts comply with the law and their interests (always agreed in advance with company

representatives), so that **they are able to work without fear and, given the current situation, this necessarily means recognizing that our work, our voice and our interpretation cannot be used to feed or train an artificial intelligence program, even if our voice is not recognizable in the result, without explicit consent to do so.**

This consent can never be part of the usual assignment of rights of voice artists, and will have to be negotiated calmly, using the appropriate instruments such as updating a collective agreement between the legitimate parties, and in accordance with the legislation and codes of ethics on the use of artificial intelligence that are being forged little by little, both in Europe and in Spain and in the rest of the world; places whose demands, which are the same as ours, are already reaching you through United Voice Artists (UVA) and other unions and associations of actors.

And in addition, this is one of those strange times when ethical codes go hand in hand with the economic interests of the industry, in this case the entertainment industry. Everything related to culture is fragile and needs a specific and reinforced protection, since something artificial will always be cheaper than something alive; as well as something generated compared to something created, since a creation demands an artist behind it by definition.

It is clear to everyone that the owners of these technologies are the first and best beneficiaries. And if it already happened with piracy a few years ago, when the public had access to cultural content illegally without paying for it, the situation we are facing now is even more serious: if intellectual property and the work of the performer are not clarified and protected, any individual will be able to generate audiovisual productions without having artistic personnel in a few years or maybe months.

Distributors and large production companies may now be looking for ways to instantly save a lot of money by dispensing with workers from the world of culture, but we hope you can see beyond that, and convince yourselves that the strength you have right now in the market is only because you have the economic capacity and the infrastructure to hire the best artists and the best equipment, just as here in Spain you have the capacity to hire the best dubbing artists. However by forgetting this is not just a business and legitimizing that it does not matter whether the audience watches a real actor or the

automatic result of an algorithm, or listens to a synthetic voice without soul instead of a dubbing interpreted by an actor, you also legitimize that anyone with a computer can make, as soon as technology allows it, an audiovisual product with the same value as yours by entering parameters in generative AI programs from home.

All the companies here present (and absent as well) contribute to the creation of an enormous cultural value in Spain through dubbing. The best actors and actresses of every era in our country contributed from the recording studios to the existence, besides the original version, of a Spanish version of almost all the great products of the history of cinema and television. It is the continuity of this precious baggage that is at stake now, and from here we ask you to fight with us to preserve it, since we are all aware of the importance of dubbing in both the culture and the economy of our country.

To conclude our presentation, we would like to inform everyone here present that PASAVE's members, acting as artistic workers' unions, will convey all our claims on the adequacy, remuneration and limits of the assignments of rights inside of a collective agreement bargaining, at a different table from the one we are at now and constituted by the legitimate parties.

Nonetheless, if we manage to clarify positions and make progress in regulation at this table, we will have taken a giant step forward.

And now let us focus on the goal that has brought us here today, which is to find an urgent solution so that the artistic side of dubbing and voice-over can continue to sign the assignments of rights as before, **with the explicit and necessary protection against the misuse of generative artificial intelligence.**

You already know that, in the aforementioned communication of May 15, we proposed the drafting of an AI Clause, agreed by our legal advisors, as a way of putting the problem on the table and giving a joint sector response. We received different counter-proposals, but none of them complied with the protections we considered necessary.

Since all of you here present have informed us of your inconvenience in adopting our AI Clause as it is, I reproduce below the essential elements that must be included in the assignment clauses in order to be acceptable to us. We propose a discussion at the end of the presentation round about any aspect of these mentioned elements you deem

appropriate to address, and that each distributor or studio sends to PASAVE its own proposal for the AI clause within the period that we all consider convenient.

These are the basic elements that we believe should be included in the AI Clause:

1. Except with the explicit consent of the assignor, assignments of voice and intellectual property rights of the voice talent and/or voice actor/actress (the "Owner") do not include:

- its use in any way for any activity that involves, or is intended to involve, the development of algorithms, models, systems, platforms or other artificial intelligence or machine learning technologies, robotics, etc. ("AI Technology");

- its use for the generation, by means of AI Technology, of new or derived contents, products or services, which incorporate the voice and/or interpretation of the Owner in any way.

2. The assignments exclude the use of the voice, modulation, timbre, gestures and analogues of the Owner, originally fixed, to be used by means of AI Technology for any purpose other than that stipulated in the corresponding contract (e.g., to give voice in and/or interpret characters of a specific production), being that the use and/or transformation of the voice originally recorded by the Owner may only be used or distorted, if applicable, for the specific work, recording or audiovisual production and its normal exploitation.

3. Unless expressly agreed, the assignee of the rights of the Owner shall not have the right to authorize or license a third party any of the uses excluded above.

Thank you very much, we now open the floor.

Raúl Lara

President of ADOMA and Spokesman of PASAVE, the Platform of Associations and Unions of Voice Artists of Spain.

PASAVE:

AAPV – Carlos Amador, presidente

ADA – Desiré Pillado, presidenta

ADOMA – Raúl Lara, presidente

APDAN – Julia Oliva, presidenta

ARDA – Néstor Barea, presidente

AVTA – Jaime Roca, presidente

BIEUSE – Iñaki Beraetxe, presidente

CADIB – Félix Ribalta, presidente

CPD – Josema Soler, presidente

DUB – Roger Isasi-Isasmendi, presidente

EHBE – Pello Artetxe, presidente

LGL – Teresa Marcos, presidenta

LOCUMAD – Juanjo Ruiz, presidente