FRAMEWORK USE OF ARTIFICIAL INTELLIGENCE (AI)

PURPOSE & USE

This Framework ensures that the production company operates within a clear legal framework, thereby providing the client and the agency with maximum protection against external claims relating to the use of AI within the production.

The provisions below allow talents (defined hereunder) to prohibit or restrict the use of their voice,

image and other performances for AI purposes, and set out the conditions under which such use is nevertheless

permitted. They are intended to ensure that talents are fairly and appropriately remunerated for any use of their

contribution involving AI or AI-generated or AI-assisted technologies. The use of AI should not, in itself, deprive talents of appropriate remuneration for the exploitation of their voice, image or performance.

The use of AI in connection with this production is carried out in accordance with the BCP AI Framework, drawn up in line with current European regulations. By accepting its' quotation, this framework becomes an integral part of the production.

1. DEFINITIONS

AI System
an artificial intelligence system within the meaning of Regulation (EU) 2024/1689 (the "AI Act"), including any software or service for machine learning, generative AI, speech or image synthesis, voice conversion or cloning;

AI Tool
a specific AI System product or service, identified in Schedule 1 by name, provider and, where relevant, model version;

Materials
the production and all materials created for it, including but not limited to raw footage and recordings, final masters, individual audio stems, and all performances, voices, images and music of the talents embodied therein;

Talents
the actors, composers, creators, directors, photographers, voice artists and other rights holders contributing to the production;

AI Asset
each distinct output created in whole or in part by means of an AI System using or derived from the Materials and intended for public communication, including any synthetic or cloned voice, modified dialogue, language version, modified image or performance, or new or modified version of the music. Each further variant containing new AI-generated content is a separate AI Asset. Purely technical operations that do not generate new or modified talent content (e.g. cutdowns, reformatting, colour grading, noise reduction) are not new AI Assets.

2. PURPOSE, SCOPE AND PRECEDENCE

2.1. This document governs any and all use of AI Systems in relation to the Materials.

2.2. No use of the Materials for, by means of or in connection with any AI System is permitted, directly or indirectly, other than as expressly set out in this document. This prohibition includes, without limitation, the training or fine-tuning of AI systems, use as input to AI systems, and the generation of synthetic voices, images, performances or music. Any other use requires a separate written agreement with the Producer, against a separately agreed fee.

2.3. The delivery of the Materials or of any AI Asset, including but not limited to, final masters, separate audio stems, raw recordings and source files does not imply any licence or permission to apply AI Systems to them. Rights not expressly granted in this document remain reserved, and the Client acknowledges that no AI rights arise implicitly from any buyout, delivery or other provision of the Agreement.

2.4. All rights held or controlled by the Producer in the Materials for text and data mining and for the training or development of AI models are expressly reserved within the meaning of Article 4(3) of Directive (EU) 2019/790. The Client shall respect this reservation and shall ensure that AI Tool providers and third parties do the same. For rights held by Talents, composers, lyricists or music publishers, this reservation applies only to the extent the Producer holds or is authorised to exercise such rights.

3. CAMPAIGN RESTRICTION

3.1. AI Assets may only be created and used within the context of the campaign, and for the product or service, identified in the Agreement, and only for the media, territories and duration specified in Schedule 1.

3.2. The use of AI to create a variant of the Materials for another product, service, brand or campaign is expressly prohibited and requires a new agreement with the Producer and the Talents concerned.

3.3. The use of any AI System to imitate the recognisable style, voice, sound or artistic signature of a Talent, to generate "sound-alike" or "look-alike" content, or to prompt an AI System "in the style of" a Talent or using the Materials as a style reference, is prohibited, except for AI Assets expressly permitted under Schedule 1 for which the Talent's consent has been obtained in accordance with Article 4.

4. TALENT'S CONSENT

4.1. An AI Asset may only be created or used if the Talent concerned, as referred to in section 1.4, has given their prior written consent under the Producer's AI talent documentation. That consent must cover the relevant AI Asset, as well as the applicable media, territory and term.

4.2. For new productions (where Schedule 1 is agreed before production starts), the Producer will obtain these consents as part of the production contracting process.

4.3. For ongoing or completed productions, the Producer will use reasonable efforts to obtain the required consents. The Client shall pay the Producer a clearance fee for this work, which is due regardless of whether consent is ultimately obtained.

4.4. Any fees or compensation requested by the Talents in exchange for granting their consent shall be borne by the Client.

4.5. The Client shall not contact any Talent directly to request consent or negotiate rights relating to AI use. All such communications shall be handled by the Producer.

4.6. The Producer cannot guarantee that a Talent will grant the requested consent. If a Talent refuses, this shall not constitute a breach of the Agreement by the Producer and shall not give rise to any claim against the Producer, and any fees, costs or expenses already incurred or paid by the Client in connection with the request for consent shall remain due and non-refundable.

4.7. If, for any reason, a Talent withdraws their consent during an ongoing campaign, the Producer shall use reasonable efforts to replace the relevant AI Asset (including by re-engaging the Talent, another Talent, or using an alternative permitted means). All costs of such replacement, and of any resulting delay or adaptation of the campaign, shall be borne by the Client. Such withdrawal shall not constitute a breach of the Agreement by the Producer and shall not give rise to any claim against the Producer.

4.8 In the event of the death of a Talent during the term of use of an AI Asset, the existing consent given by that Talent remains valid for the remainder of the approved term, media and territory. Any further use beyond that approved scope requires the written consent of the Talent's estate, heirs or legal representatives, to be requested by the Producer in accordance with Article 4.5.

5. CREATION OF AI ASSETS AND (POST) PRODUCER FEE

The parties select one of the following options by ticking the applicable box. If no box is ticked, Option A applies.

☐ **Option A (default): AI Assets created by the Producer**

5.1. The creation and curation of every AI Asset, and any processing of the Materials required for it, shall be carried out exclusively by or under the direct control of the Producer, as part of post-production. The Producer warrants that it will only use AI Tools that comply with the requirements of Article 7.

5.2. For the creation and curation of the AI Assets, the Client shall pay the Producer the (Post) Producer Fee set out in Schedule 1 per (group of) AI Asset(s). This fee is exclusive of the Talent rights fees under Article 6.

5.3. The Producer delivers each AI Asset as final broadcast-ready material. Source files, project files, voice or image models and other intermediate AI materials are not delivered and remain with the Producer.

☐ **Option B: Creation of AI Assets by the Client**

5.1. The Producer grants the Client the right to create AI Assets, itself or through the providers of the AI Tools listed in Schedule 1, together with any processing of the Materials strictly necessary for their creation. The Producer gives no warranty as to the performance, availability, security or compliance of any AI Tool used by the Client or its providers, and shall not be liable for any acts or omissions of the Client or such providers.

5.2. In consideration of this assignment, for which Client and Producer agree to make a separate agreement with a new Campaign Description, the Client shall pay the Producer a (Post) Producer Fee, set out in Schedule 1 per (group of) AI Asset(s). This fee is exclusive of the Talent rights fees under Article 6.

5.3. The Client shall keep records of all processing of the Materials. The Producer may, once per year and on reasonable notice, audit compliance with this document; the costs of the audit are borne by the Client, unless the audit finds no material breach, in which case the Producer bears the costs.

6. TALENT RIGHTS FEES

6.1. For each AI Asset, the Client shall pay, through the Producer, the Talent rights fees set out in Schedule 1, calculated per medium, territory and duration of use in addition to the fees under the Agreement. No AI Asset may be communicated to the public before the corresponding fees have been paid. Any communication to the public in breach of this Article constitutes an unauthorised use of the Materials and entitles the Producer, on behalf of the Talents, to claim the applicable fees plus a penalty of 100% of those fees, without prejudice to any other remedy.

6.2. Voice cloning for language versions: where a Talent's voice is cloned or synthesised to create a version of the Material in another language, the original Talent remains the rightholder in respect of their voice and is entitled to a usage fee for such version calculated as if that Talent had personally recorded it. The engagement of another (local) voice for such version does not remove this obligation. Only the languages listed in Schedule 1 are permitted, and the translated content must remain substantively equivalent to the approved original, without new claims or messages.

6.3. Any extension of the duration, territory or media of use of an AI Asset follows the extension mechanism and rates applicable under the Agreement and the buyout schedule(s).

7. USED AI TOOLS

Only the AI Tools listed in Schedule 1 may be used in connection with this document. The Client shall inform the Producer (and vice versa in case of Option B) of any limitations as to permitted AI Tools, and these shall be specified in Schedule 1. Each AI Tool must (i) process all data in accordance with the GDPR, including its rules on international data transfers, and comply with the AI Act, (ii) contractually guarantee that the Materials and any model derived from them will not be used to train, improve or operate models for any third party or any purpose outside this document (including "service improvement" or the creation of any derived model or dataset), and (iii) allow the effective deletion of all inputs, outputs and derived models.

8. ETHICAL USE

The Client shall use the AI Assets in a manner that is ethical, respects the integrity and reputation of the Producer and the Talents, and complies with all applicable laws, including the AI Act (incl. transparency and labelling obligations for synthetic content), the GDPR and the Talents' personality and portrait rights. AI Assets shall not be used to create misleading, unlawful, political, religious, erotic or otherwise controversial content. The Producer and the Talent concerned shall each have a right to approve the final AI Asset before it is first communicated to the public, such approval not to be unreasonably withheld or delayed.

9. DATA, RETENTION, DELETION AND MISUSE DETECTION

9.1. Upon expiry of the term of use, the Client shall (and shall ensure that AI Tool providers and third parties shall) (i) cease all public communication of the relevant AI Asset(s) and remove them from all platforms under its control, and (ii) permanently delete all models, training data and other AI-related derivatives of the Materials, in whatever form, including back-ups, and confirm such deletion in writing at first request. The Producer shall only be subject to this obligation to the extent it created or holds such derivatives on the Client's behalf.

9.2. The Client acknowledges that the Producer and/or the Talents may apply digital marking (watermarking or fingerprinting) to the Materials to monitor their use and detect misuse. The Client shall respect such marking, not alter or remove it, and inform the Producer without delay upon becoming aware of any misuse.

10. INDEMNIFICATION

10.1. The Client shall indemnify and hold harmless the Producer and each Talent against any and all claims, damages, costs, fines and liabilities (including reasonable legal fees) arising out of or in connection with (i) any use of the Materials or any AI Asset by the Client, its AI Tool providers or any third party in breach of this document, (ii) any use of an AI Tool not listed in Schedule 1, (iii) any AI Asset created or used outside the campaign, product, service, media, territory or duration approved in Schedule 1, or (iv) any failure by the Client or its AI Tool providers to comply with applicable law, including the AI Act and the GDPR, in connection with the use of the Materials or any AI Asset.

10.2. The Client's liability under this Article is in addition to, and not in substitution for, any other remedy available to the Producer or the Talents under the Agreement or at law.

SCHEDULE 1
AI ASSETS, AI TOOLS AND FEES – TO BE INCORPORATED IN THE BID LETTER

Campaign description:		[X]			
Clearance fee (Article 4.3):		[X]			
Description of AI Asset	**Number of assets**	**Used AI Tool(s)**	**Media / territory / duration of use**	**Talent rights fee**	**(Post) Producer Fee**
Persons and characters, e.g. photorealistic AI-generated persons; AI-generated fictional characters that appear realistic; digital doubles; de-ageing or age transformation; face replacement or face swapping; AI-generated performance	[X]	[tool + provider]	[media] / [territory] / [years]	[X] % of the Talent's original buyout fee for the Materials (buyout rates to be agreed)	[X]
Voice and dialogue, e.g. cloned or AI-generated voices; lip synchronisation using AI; AI-generated testimonials or endorsements	[X]	[tool + provider]	[media] / [territory] / [years]	[X] % of the Talent's original buyout fee for the Materials (buyout rates to be agreed)	[X]
Locations, scenes and products, e.g. realistic AI-generated locations; realistic AI-generated events; documentary-style AI-generated scenes; AI-generated existing products or packshots	[X]	[tool + provider]	[media] / [territory] / [years]	[X] % of the Talent's original buyout fee for the Materials (buyout rates to be agreed), or "Not applicable" where no Talent is involved (e.g. existing products or packshots)	[X]
Music and sound design, e.g. AI-generated sound design, AI-generated music, AI-generated foley, AI-generated covers, AI-soundalikes, AI-lyrics changes	[X]	[tool + provider]	[media] / [territory] / [years]	[X] % of the Talent's original buyout fee for the Materials (buyout rates to be agreed),where applicable; music and sound design may also require separate clearance with composers, lyricists and/or music publishers, which is not covered by the Talent consent under Article 4)	[X]
AI Assets may only be created and used within the context of the campaign, and for the product or service, identified in the Agreement (see also Articles 3.1 and 3.2).					