

## STANDARD CONTRACT FOR ADVERTISING PERFORMANCES IN VOICEOVER COMMERCIALS

JOB NUMBER

### PART 1

*Note: This contract is valid only if signed for and on behalf of the ARTIST, the PRODUCER and the CLIENT. Terms and conditions set out in Part 2 on the reverse page shall apply and form part of this contract. Complete all applicable items and delete where indicated.*

1. **THE 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** \_\_\_\_\_
6. **TIME OF RECORDING** \_\_\_\_\_

Number of working hours	Commencing	Concluding
	am/pm on ....../..../ 20...	am/pm on ....../..../ 20...

7. **ROLE TO BE PLAYED BY THE ARTIST** \_\_\_\_\_

#### 8. DETAILS OF WORK:

Media*	Territory*	Duration on air*	Number of tracks*	Length of Commercials*

\***Media:** Specify television, radio, cinema, online, billboards, bumpers etc.

\***Territory:** Specify countries work will be broadcast to. If Australia, '1 state or more than 1 state'?

\***Duration:** How long will the tracks be 'on air' / online or in the public domain?

- Usually: 'up to 3 months, up to 6 months or up to 12 months.

\***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 Commercials:** Usually 6, 10, 15, 30, 45, 60, 90 120 seconds...

\*\* **LINK TO MEAA COMMERCIAL RATE CARD:** <https://www.meaa.org/download/commercial-voiceover-rates/> \*\*

9. **AGREED FEE** \_\_\_\_\_ \$.....

10. **LIMITATION OF USE:** If usage exceeds specified terms, additional fees will be due. Rollover fees are calculated based on the rate and terms from first air date. If additional tracks / key numbers or cut down versions of the tracks are made, fees are payable based on the MEAA commercial rate card as a new fee (not as an upgrade or adjustment to the original fee charged).

#### 11. USE OF THE ARTIST'S NAME:

The Producer shall not have the right to use the Artist's name in connection with the Product or Service unless agreed by all parties. Usually a 'name association fee' is payable

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DATED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **20** \_\_\_\_\_

**Signed by or on behalf of the ARTIST** \_\_\_\_\_

**DATED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_ **20** \_\_\_\_\_

**Signed by or on behalf of the PRODUCER and the CLIENT** \_\_\_\_\_

**ARTIFICIAL INTELLIGENCE RIDER**

THIS RIDER is attached to the Agreement dated \_\_\_\_\_ between the parties \_\_\_\_\_ (Talent) and \_\_\_\_\_ (Client) and is intended to replace and supersede any conflicting language in that Agreement.

- 1) Client expressly agrees not to utilize any portion of the Talent's file, recording or performance of Talent for purposes other than those specified in the initial Agreement between the parties, including but not limited to creation of synthetic or "cloned" voices or for machine learning.
- 2) Specifically, Client shall not utilize any recording or performance of Talent to simulate client's voice or likeness, or to create any synthesized or "digital double" voice or likeness of Talent.
- 3) Client specifically agrees not to sell or transfer ownership to all or part of any of the original files recording the performance of Talent to any third party for purposes of using the files for Artificial Intelligence, such as text to speech, or speech to speech uses, without Talent's knowledge and consent.
- 4) Client agrees not to enter into any agreements or contracts on behalf of Talent which utilizes all or any part of any of the original files recording the performance of Talent for purposes of using the files for Artificial Intelligence, such as text to speech, or speech to speech uses, without Talent's knowledge and consent.
- 5) Client agrees to use good faith efforts to prevent any files of recordings or performances stored in digital format containing Talent's voice or likeness from unauthorized access by third parties, and if such files are stored in "the cloud" Client agrees to utilize services that offer safeguards through encryption or other "up-to date" technological means from unauthorized third party access.

TALENT

CLIENT

\_\_\_\_\_  
Dated:\_\_\_\_\_  
Dated:

**CONTRACT FOR VOICEOVER PERFORMANCES:****PART 2**

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

**A. DEFINITIONS:**

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

In this contract the expressions used in Part 2 shall have the same meaning as given to them in Part 1. The expression "ADVERTISING MATERIAL" shall mean the finished advertising material featuring the work of the Artist detailed in Part 1 Item 8 "DAY" shall mean "a period of 24 hours" for the purposes of Clauses 6, 7 and 8.

NB: An 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 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 Artist and the Artist agrees to perform the work, as set out in Part 1.

**2. PAYMENT:** Payment for the work shall be made within 7 days following the Saturday of the week in which the work is performed.

**3. WORK OUTSIDE THE PERIOD OF ENGAGEMENT:**

(a) Where the Artist is engaged by the Producer, additional payment for Overtime, Wardrobe Call, Re-Takes and or post synchronisation will not be less than the current Award Rate. Such payment may be included in the Negotiated Performance Fee (see Part 1 Item 10) provided that this does not have the effect of reducing the total payment below the current Award Rates.

(b) Unless otherwise stipulated in Item 13, the Artist shall be obliged to work as required overtime, post-synchronisation, postponements and re-takes which shall be at a mutually agreed time 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 6 of Part 1. In this event and where the advertising material cannot be used, the Artist shall be paid the cancellation fee in lieu of all other payments made or due under this contract.

**4. MINIMUM RATES** The Minimum rates recommended for recording and usage are set out in the MEAA Commercial Voiceover Rate Card.

**5. CANCELLATION:** If the engagement is cancelled through no fault of the Artist the Artist shall be paid a cancellation fee of \$190 excluding GST

**6. POSTPONEMENT:** If a booking is postponed and rebooked within 24 hours a fee of \$190 ex GST is payable. If a booking is postponed and rebooked with more than 24 hours' notice, no fee is payable

**C. CONDITIONS OF USE:**

**1. THE TRANSMISSION, EXHIBITION, DISPLAY OR ANY OTHER USE OF THE ADVERTISING MATERIAL PRODUCED UNDER THIS CONTRACT SHALL BE LIMITED AS FOLLOWS:**

(a) **TYPE, NUMBER, MEDIA AND LENGTH:** As stipulated in Item 8 of Part 1.

(b) **TIME AND AREA:** As stipulated in Item 11 of Part 1 Area is restricted to Australia unless otherwise specified in Item 13.

**(c) ROLL OVER:**

(i) Where the contracted period of usage (Part 1 Item 11(a)) is less than 3 years, then, subject to the Artists' written consent the advertising material may be used beyond the original and any further contracted period. The Artist shall be paid an additional fee equivalent no less than the original negotiated fee, such payment to be made prior to commencement of extended use.

(ii) Where the contracted period is for 3 years then the use of the advertising material may be continued for a further period of up to 3 years subject to the following

(1) The fee for the further period shall be equivalent to the original negotiated fee.

(2) The Producer or the client will cause payment of this fee to be sent to the Artist's last known address by registered mail together with a statement setting out the provisions of this Contract governing the grounds on which the Artist may withhold this consent.

(3) The Artist may withhold his consent to continued use but only on grounds of the legitimate professional concern of the Artist.

(4) If the Artist wishes to withhold his/her consent after payment has been tendered in accordance with sub-clause (ii), he/she shall return the payment to the client or the client's advertising Agency together with a written statement setting out the grounds of his/her legitimate professional concern within 28 days of payment having been posted.

(5) If the post office notifies non-receipt of payment by the Artist within 28 days of it having been posted, the payment shall instead be made to the Artist care of the Alliance with a covering letter to the Alliance.

(6) The Alliance shall forward payment to the Artist who shall have 14 days from the date payment was made to the Alliance to return payment together with a written statement as indicated above. If the Alliance is unable to locate the Artist it may make representations as to legitimate professional concern on his/her behalf if it considers that the advertising material ought no longer to be used.

(7) Non-return of the payment within the times provided in (4) or (6) will be deemed to constitute consent by the Artist to the further use proposed.

(8) Any payment made to an Artist who cannot be contacted will be held on trust by the Alliance.

(9) If the Client disputes the Artist's contention that continued exposure of the advertising material would be a source of legitimate professional concern to the Artist, the parties shall refer the matter to the Federal Secretary at the time being of Media Entertainment and Arts Alliance and the President at the time being of the Advertising Federation of Australia or their nominees who shall consult and finally determine whether the advertisement may continue in use having regard to the Memorandum of Understanding to which their Associations and the Film and Television Production Association of Australia are signatories, dated July 30, 1979, or appoint an independent arbitrator to make such a determination having regard to the same Memorandum.

(10) These roll-over provisions shall operate on the expiry of each period of extended use.

(11) 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 three years then the advertising material shall not be used without the further consent of the Artist.

(12) 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.

**2. DUBBING:** The Producer shall have the right to "dub" the Artist's voice provided that in accordance with industry practice the "dubbed" words are identical to the words spoken by the Artist and not likely to subject the Artist to public ridicule or demean the Artist so as to lower his professional standing.

**D. PROPERTY IN THE ADVERTISING MATERIAL**

Notwithstanding any other term or condition of the Contract, all property and copyright in the Advertising Material 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 advertising material contained in this Contract are entered into by the Producer as agent of the Client, and shall 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. An 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 Artist under the terms set out in this Agreement. 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 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. ARTIFICIAL INTELLIGENCE - Use In Production Only:** The use of the Recordings and the Performers name, voice and likeness is strictly permitted only with respect to the Project as agreed in the Contract, and neither the Company nor any other member of the Group shall use the Recordings or the Performer's name, voice and likeness (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.