

AI production – checklists for contracts/agreements

Checklist – client agreement

- Does the agreement explicitly state that you are using genAI tools (with the client's knowledge/consent or at their request)?
 - Is the model specified: Full GenAI / Hybrid / Assisted, and what exactly is generated (backgrounds, creatures, set extensions, etc.)?
 - Are any genAI tools excluded by the client (data security, corporate policies, industry regulations)?
 - Is there a clause shifting responsibility to the client if they insist on using a specific questionable tool (copyright, likeness, voice, other personal rights)?
 - Is there a provision explaining the legal implications of genAI: that some elements may not be protected by copyright and rights that do not exist cannot be transferred?
 - Is there a force majeure / AI failure clause (outages, availability limits, licence changes during production)?
 - Have you asked about the client's internal AI policy and reflected it in the agreement?
-

Checklist – creator / post-production studio agreement

- Is there an obligation to use only legal, commercial genAI tools in compliance with their licences?
- Do you require delivery/documentation of licence agreements, and does the licence cover commercial use + unlimited exploitation of generated materials?
- Does the other party explicitly warrant that the work does not infringe copyright or personal rights of third parties (optionally: indemnifies you)?
- If there is no strong warranty — is there an obligation to use reverse-search tools (e.g. reverse image search) before using AI-generated materials?
- Have you obtained the exclusive right to authorize derivative works, or permission to use and dispose of adaptations (changes, edits) for the parts that qualify as protected works?
- Is your right to introduce any modifications also ensured for parts that are outputs (AI-generated elements)?

- Does the scope of use include “AI, including training of artificial intelligence models” — if needed and expected by the client?
 - Is there an obligation to document the process (prompts, parameters, tool versions, dates), retain it for at least 3 years (from the end of exploitation by the client and production company), and provide it if needed in case of claims/defence?
-

Checklist – actor agreement

- Is there consent for adaptations of the performance fixation, likeness, and voice — including the right to modify and use such adaptations?
- Is it clearly stated that adaptations may be created using genAI tools and that this does not infringe personal rights or performer’s rights?
- If creating a “digital clone”: is the distribution scope specified (only for the given film, no new commercial content)?
- Is there a possible prohibition on training AI models on the actor’s likeness/voice — if required by the actor?
- Is there a requirement to use only legal / approved genAI tools when modifying likeness or voice?
- Are there safeguards protecting reputation (no ridicule, misuse, etc.), and have strong approval clauses been avoided or narrowed?
- Have the actor-related obligations been properly flowed down to creators and the post-production studio (consistency across the chain)?