



Post Production

AICP AI Checklist

The AICP Post Council compiled a set of valuable tips to help navigate the use of AI across various cloud-based platforms, safeguard company IP, and recognize key considerations when integrating AI into post-production workflows.

Included on this checklist is bidding language to use when engaging on a project using generative artificial intelligence (GAI).

Bid Language

Following is the proposed language to use when you are including GAI materials in the deliverables:

For the Bid:

“Agency/Advertiser acknowledges and agrees that the deliverables will contain AI generated materials, and as such, may not be copyrightable, in whole or in part, or entirely original. Therefore, [production/post production company] makes no representation, warranty, or indemnity regarding the authorship, originality, non-infringement, or ownership of the AI generated materials. Agency/Advertiser shall fully indemnify [production/post production company] for any copyright or other infringement or right of publicity claims related to the AI generated materials.”

For the cover page of the contract:

“Notwithstanding anything contained herein to the contrary: Agency/Advertiser acknowledges and agrees that the deliverables will contain AI generated materials, and as such, may not be copyrightable, in whole or in part, or entirely original. Therefore, [production/post production company] makes no representation, warranty, or indemnity regarding the authorship, originality, non-infringement, or ownership of the AI generated materials. Agency/Advertiser shall fully indemnify [production/post production company] for any copyright or other infringement or right of publicity claims related to the AI generated materials.”

Considerations When Using AI

Digital meeting platforms like Zoom, Louper, Evercast, Runway, etc. all operate differently when recording data entered run through their AI. Have your IT look over all settings and set to “closed system” so the program does not keep your data entered.

Prompts: archive all prompts as a defense in the event of a copyright infringement or other intellectual property claim, e.g., right of privacy. Treat prompts as you would intermediate materials, i.e., your secret sauce or know-how. Do not share your prompts with the agency or advertiser.

Confidential Information: Be mindful of IP when uploading information. Use a closed loop system that doesn't train on your or agency's confidential information (e.g., scripts, storyboards, etc.) or material pulled off the Internet. Use a secure, non-public, locally hosted AI system or tool that does not transmit input or output data to external servers or third parties.

GENERATIVE

Scenarios to know when using AI.

AUDIO:

Post company is asked to create different wording or pronunciation or timing using recorded voice by talent (and an AI tool).

Response: Ask agency to put the request to the post company in writing and confirm that the talent has given the agency and its contractors and/or service providers permission in writing. Agency should also indemnify the post company with respect to any claims related to this request.

Post company is asked to mix and deliver something and did not record the voiceover. It was supplied. We do not know if it was an actor or an AI agent, but have to presume that the agency or client has the rights to use what they are asking to be mixed and married to picture. This is no different than being supplied a music track (though, often it's from a music house directly so it's not in question).

Response: Require agency to rep and warrant that no materials, elements, or services provided by or on behalf of agency or client violate or infringe the rights of any third party and that agency will fully indemnify the post company for the same.

MUSIC (drafted with support from AMP):

Scenario - Music Company is asked to use an AI Generated piece of reference music. We cannot verify what source material was used to train the AI nor guarantee no copyrighted material can be found in the reference track making musicology difficult if not impossible.

Response - Request Indemnity from possible infringement or right of publicity violations and request client handle their own musicology.

Scenario - Same situation as the Post scenario above but instead of VO it's a singer or even a musician performance.

Response - Require agency to rep and warrant that no materials, elements, or services provided by or on behalf of agency or client violate or infringe the rights of any third party and fully indemnify the post company for the same.

Scenario - A client requests that a composer use a Gen AI tool to create a part of their full piece of music, or to transform either an instrumental performance or vocal performance.

Response - Ask agency to put the request to the post company in writing and confirm that the talent has given the agency and its contractors and/or service providers permission in writing. Agency should also fully indemnify the post company with respect to any claims related to this request.

Scenario - A client requests the ability to use a music company's intellectual property, in the form of publishing or master recording, or does not expressly confirm they will not use the IP to train an AI.

Response - Add language to license/purchase agreement stating it is expressly prohibited to use the IP to train AI in any form.

Scenario - It is discussed, acknowledged, and agreed that all or part of the music is Gen AI made. The standard music rights agreement for ads states that 'that all material provided is wholly original and created by the music company'. This would not be true in this scenario.

Response - Request client update their contract or agree to allow music company to update their own to change this wording to confirm this was a joint decision and to fully indemnify the music company from any claims arising from the use of the AI.

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