SAFEGUARDING VOICE ACTORS FROM AI DISPLACEMENT: THE CASE OF THE GERMAN "AI COLLECTIVE AGREEMENT"

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Abstract

The rapid advance of generative artificial intelligence (GenAI) is having a major impact on performers in the creative industries, especially voice actors, whose unique biometric features can easily be cloned. Germany is one of the largest dubbing markets in the world. This article analyses the collective agreement concluded between the German Producers' Alliance (Produktionsallianz), the actors' association Bundesverband Schauspiel (BFFS) and the trade union ver.di, which has applied since 1 March 2025. As the first comprehensive industry-wide agreement of its kind in Europe, it creates a legal framework for the use of AI in film and television production.

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The article examines the agreement's central protective mechanisms: separate consent for the creation of "digital replicas", transparency obligations and a novel remuneration model based on "fictitious shooting days", which makes the cost of using AI comparable to that of employing a human performer on set. Particular attention is paid to the implications for voice actors, a key sub-sector of the German media landscape. The legal analysis is complemented by a discussion of the judgment of the Berlin Regional Court (Landgericht Berlin II) in the case of Manfred Lehmann, the German voice of Bruce Willis. The article argues that only a multi-tiered model combining collective agreements, the civil-law protection of personality and EU regulation can protect performers effectively.

Keywords: generative artificial intelligence, collective bargaining agreement, personal rights, digital replica, labour law

1. Introduction: the protection of artists in the age of digital reproduction

"Feature films thrive on human creativity. It is above all the actors and actresses, with their unique ability to bring emotions and storytelling to life, who lend films their emotional depth and authenticity" (Anlage KI-Einsatz: 1). The same applies to voice actors. The development of large language models and generative artificial intelligence has fundamentally changed audiovisual production processes, calling for a rethinking of concepts in intellectual property law and civil law. Whereas earlier digital technologies, such as computer-generated special effects or traditional animation, functioned solely as tools in human hands, contemporary AI systems can autonomously synthesise entirely new content from the analysis of large training datasets. For acting and voice work, this technology makes it possible to clone a person's voice, facial expressions and physical appearance with unprecedented precision, giving rise to voice cloning (Frey & Westphal 2025: 780; Engel-Bunsas 2025b: 293) and to deepfakes (Mularz 2024: 55; Bodanka 2022: 14; Madeira & Albrecht 2025: 28; Dornis& Stober 2024: V). These phenomena pose new challenges for legal doctrine, raising the question of whether existing legal frameworks can protect individuals against the unauthorised appropriation of their digital identity (Wang 2021: 81). The problem is not merely theoretical: it strikes at the economic livelihood of many professional groups in the creative industries. Here the interests of creators

clash with those of technology corporations and global film studios, which seek to cut production costs aggressively by replacing live performers with synthetic counterparts or by using digitised likenesses indefinitely (Akinci & Heidrich 2026: 44). The literature rightly points out that copyright law, historically shaped to protect the tangible and intangible results of human creative labour, may prove ineffective in protecting, for example, the voice (Skupin 2026: 79). Features such as vocal colour, timbre, speech dynamics or a style of physical expression do not in themselves constitute a work in the conventional sense, yet they are extracted and parameterised on a massive scale when algorithms are trained. Given these gaps in copyright law, the burden of regulation is shifting towards the protection of personal rights (Engel-Bunsas 2025a: 463) and towards collective labour law, namely collective agreements.

This article draws on several areas of law: labour law, civil law and intellectual property law. It applies the dogmatic legal method, which analyses normative texts through linguistic, systemic and purposive interpretation. In particular, it examines the provisions of the framework collective agreement for film and television professionals (*Manteltarifvertrag des TV FFS*), including its annex on the use of AI (*Anlage KI-Einsatz*). This method makes it possible to reconstruct the conceptual framework of the agreement precisely, to identify its protective mechanisms and to assess their internal consistency.

The discussion starts from the following research questions. Do existing regulations give performing artists sufficient protection against the cloning of their biometric features by generative AI and, if not, which legal instruments can fill this gap? How does the *Manteltarifvertrag des TV FFS* with its *Anlage KI-Einsatz*, the first collective agreement regulating the use of generative AI in the European film industry, resolve the conflict between producers' economic freedom and the inviolability of the personal rights of actors and other performers? And does the judgment of the Berlin Regional Court of 20 August 2025 establish a generalisable standard for the protection of the right to one's own voice that could serve as a benchmark for the case law and legislation of other EU Member States?

2. The origins and historical background of collective agreements on AI in the film industry

The need to regulate the use of artificial intelligence in the entertainment industry is not merely the product of academic debate but a direct response to structural changes in the global labour market. A key moment

was the series of strikes that paralysed the American film and television industry between May and November 2023. The unions representing screenwriters (Writers Guild of America, WGA) and actors (Screen Actors Guild – American Federation of Television and Radio Artists, SAG-AFTRA) saw a real threat to the professions they represent. The central and most contentious issue in the months-long dispute with the producers' organisation, the Alliance of Motion Picture and Television Producers (AMPTP), was the uncontrolled introduction of generative AI into pre-production, production and post-production (Borowski 2023: 80). During the negotiations, the producers sought contractual provisions that would allow them to acquire broad, often perpetual and transferable licences to scan actors' bodies, faces and voices digitally, particularly those of supporting actors and extras. The studios' aim was to build vast libraries of digital assets so that virtual replicas of these performers could be used in any future audiovisual project without additional pay or consent for the secondary use of their likeness. Such a buyout model struck at the very foundations of the right to one's image, the right to privacy and the market value of human labour. The unions argued firmly that consent to the digital processing of biometric data could not be given as a blanket consent or extend to undefined fields of exploitation. The prolonged strikes ended with the SAG-AFTRA agreement, which for the first time in the history of the entertainment industry drew a fundamental legal distinction between employment-based digital replicas, created in the course of an engagement, and independently created digital replicas (Glass 2024; see also British Columbia Master Production Agreement 2025–2028: 119). These agreements require producers to obtain explicit, informed and specific consent and to pay adequate compensation for each new use of a generated model (Borowski 2023: 84). These events resonated across the Atlantic in Europe, where national organisations representing creators, aware of the technological asymmetry and the global nature of data flows, began to take organised preventive action. Creators in Europe thus shifted their strategy: instead of relying solely on lengthy and risky civil proceedings for infringement of personal rights, they began to build systemic ex ante protection through industry-wide collective agreements.

3. Analysis of the German collective agreement (*Manteltarifvertrag des TV FFS – Anlage KI-Einsatz*)

3.1. Origin and nature of the agreement

The German collective agreement on the use of artificial intelligence responds to the technological and market developments described above. For-

mally an annex to the framework collective agreement for film and television professionals employed for the duration of a production (*Anlage zum Manteltarifvertrag des TV FFS – Anlage KI-Einsatz*), it came into force on 1 March 2025. It was negotiated through social dialogue between the United Services Union (ver.di), the actors' association Bundesverband Schauspiel (BFFS) and the Alliance of German Producers (Produktionsallianz), and it is pioneering in character, setting standards for the entire EU (Schuhmacher 2025). The agreement opens with a preamble that carefully balances two conflicting interests. On the one hand, its drafters respect producers' freedom of economic activity, their creative freedom and their drive for innovation, acknowledging that generative AI is a valuable tool for optimising production processes. On the other hand, the document places great emphasis on the freedom to practise one's profession and on the inviolability of creators' personal rights. It states unequivocally that the constitutional freedom of art and technology ends where the rights of the performer begin, as protected in particular by Section 22 et seq. of the Act on Copyright in Works of Fine Art and Photography (*Kunsturhebergesetz*, KUG) (Anlage KI-Einsatz: preamble).

3.2. The conceptual framework of the agreement

A key achievement of the German agreement is its precise conceptual framework, which clearly distinguishes traditional digital processing techniques from activities based on generative AI. Clause 2.1 defines generative artificial intelligence as a distinct subgroup of algorithms that learn abstract patterns from vast training datasets and synthesise entirely new digital content in the form of text, music, voices, images or video sequences. The same clause explicitly excludes classical visual effects (VFX) and computer-generated imagery (CGI) from the concept, since these traditional tools cannot generate content autonomously without direct human creative input. The framework identifies four basic forms of technological intervention in acting, in increasing order of invasiveness. The first is "digital alteration" (*digitale Veränderung*, clause 2.3): the editing and visible transformation of an actor's natural appearance or vocal performance by means of algorithms. The second is "partial digital embodiment" (*digitale Teilverkörperung*, clause 2.4): the generation or replacement of selected body parts only. A typical example is replacing the hands of an actor with no musical training with AI-generated hands of a pianist. The third is the "digital replica" (*digitale Nachbildung*, clause 2.5), defined as a digitally created, comprehensive copy of a specific actor's voice and physical appearance that is inserted virtually and

autonomously into scenes in which the actor never physically took part, creating for the average viewer the impression of an authentic human presence. The fourth level, governed by clause 2.7, concerns "artificial performers" (*künstliche Darsteller*): synthetic digital entities created by algorithmically combining the physical and vocal characteristics of many different people into a single new figure, modified to such an extent that none of the original contributors can be identified.

The *Anlage KI-Einsatz* does not treat voice actors as a separate occupational category. It covers vocal expression shaped through acting under the term "acting performance", and the reproduction of the voice itself under the term "digital replica". In case law concerning dubbing actors (*Synchronschauspieler*), the courts have pointed out, for example, that "his performance was not limited to merely reading a text aloud. Rather, he had to vocally re-enact the individual film scenes, using his voice to convey both the personality of the film actor and that of the character being portrayed" (KG, judgment of 29 June 2011, 24 U 2/10, para. 49). According to clause 2.2 of the annex, an "acting performance" (*schauspielerische Darbietung*) encompasses "the physical appearance and its artistic interpretation (for example, through facial expressions, gestures, gait, posture, active and reactive behaviour, etc.) as well as the acoustic performance of the voice with artistic control of the voice and speech". The clause also refers to clauses 1.3 and 1.4 of the collective agreement for actors (*Schauspieltarifvertrag*), which define an "actor" as any of the "film and television professionals within the meaning of the *Manteltarifvertrag*" employed to perform acting duties in the production of audiovisual works, while excluding minor roles from its scope. Persons employed exclusively for dubbing are, however, excluded by the collective agreement on fees (*Gagentarifvertrag*, clause II.1.3.1), whereas the chapter defining the scope of the *Manteltarifvertrag* contains no corresponding exclusion. The scope of the *Manteltarifvertrag* itself must also be respected: it covers the territory of Germany (clause I.1.1), film production companies not organised under public law, regardless of the method of distribution (clause I.1.2), and persons in dependent employment whose work is directly related to film production (clause I.1.3). For voice actors, too, it must therefore be determined whether a specific engagement meets these conditions.

It does not follow that all voice actors are automatically covered by the *Anlage KI-Einsatz*: its application depends on the personal and material scope of the collective agreement. Persons outside its scope must seek protection under civil law.

A separate agreement between Netflix and the BFFS of 30 April 2025, which specifically concerns dubbing, should also be mentioned (Netflix-KI-Regelung Synchron-Schauspiel).

3.3. Mechanisms for the protection of personal rights and the consent regime

A key principle of the agreement, laid down in clause 3.1, is the requirement to obtain the performer's explicit prior consent to the creation, reproduction and public dissemination of a digital replica. This consent must meet strict formal requirements. Under clause 3.1.3, consent to the use of a replica in another production must be given in writing, in a separate agreement and for a separate fee, and must specify the intended use, namely the specific new production and the role in which the replica is to appear. This protects actors from the common practice of extracting blank, open-ended consents when basic employment contracts are signed. Consent to the use of an actor's likeness in future sequels, prequels or derivative formats may be given in the initial contract only if the actor is actually engaged for those productions as well. Exceptions apply where the actor has other commitments, is ill or has died when the follow-up production begins (clause 3.1.3); the agreement also permits the use of replicas in risky stunt scenes (clause 3.3.1) and where the actor is prevented from performing on camera (clause 3.3.2). For less invasive interventions, classified as digital alterations of the performance (clause 3.2), the agreement distinguishes according to how far an alteration remains faithful to the original script. Changes within customary post-production processes, such as colour grading or noise reduction, do not as a rule require separate consent (clause 3.2.3), and neither do the lip and facial adjustments needed for dubbing into another language (clause 3.2.4). Any substantial change going beyond the original script and the artistic concept approved by the performer, however, requires express consent in writing, for which email is sufficient (clauses 3.2.1 and 3.2.2). Notably, the agreement treats the reversal of a visual characteristic into its opposite – for instance, a substantial change to an actor's skin colour (so-called reskinning) – as impermissible without the actor's express consent (clause 3.2.2, footnote 2), thereby protecting the integrity of the actor's image.

3.4. The economic dimension and the prohibition of circumvention

The agreement also addresses remuneration for the use of replicas, establishing in clause 3.5 a mechanism based on "fictitious shooting days" (*fiktive Drehtage*). The production company must estimate how much shooting

time would have been needed to film a given scene with the actor physically present. The calculation is based on objective industry parameters, such as the timed length of the script (*gestoppte Scriptlänge*). Once this notional value has been determined, the producer pays the actor at the rates corresponding to the shooting days on which the actor was replaced by AI. From the perspective of labour law doctrine, this is a revolutionary approach: it protects daily rates and actors' pay from devaluation by automation, linking the value of a digitally generated performance to the traditional accounting of working time. To prevent these mechanisms from being circumvented, clause 3.1.4 introduces a prohibition of circumvention (*Umgehungsverbot*), which bars contractual clauses designed to get around the agreement. Any arrangement whose direct purpose is to exclude or waive the rights guaranteed to the actor by the agreement is null and void. In particular, the level of basic pay may not be made conditional on a waiver of rights to a digital replica, nor may the transfer of such rights be demanded as part of a flat-rate payment. This prevents large market players from exploiting their economic advantage over weaker performers. Finally, clause 4 provides for a mandatory review of the agreement every six months, so that the rules can respond flexibly to the rapid development of machine learning.

4. The right to one's own voice as a protected personal right

4.1. The inadequacy of copyright protection

Voice cloning has sparked a debate on the legal status of the human voice. Traditional copyright law proves wholly inadequate here. The human voice as such – understood as a biologically determined timbre, tone, pitch or style of articulation – does not meet the criteria of a work within the meaning of copyright law. Legal literature and case law agree that a work is a concrete manifestation of creative activity of an individual nature (Bar 2022: 21), not a physiological feature of human anatomy that merely serves as an instrument of performance. When a neural network replicates a general singing style or a characteristic manner of speaking, it therefore escapes the narrow protection that related rights afford to performers, as long as the algorithm does not reproduce a specific, protected sequence of words or notes but synthesises entirely new content with a reconstructed vocal identity. For this reason, protection has been sought in the flexible provisions on personal rights. To take an example from another EU Member State, the catalogue of personal rights in Article 23 of the Polish Civil Code is open-ended, which allows the courts to interpret the concepts of image and privacy dynamically

in response to technological progress. Case law consistently holds that a person's distinctive voice, as one of the attributes that identify an individual in society, deserves full and independent legal protection (in Poland: SN, judgment of 3 October 2007, II CSK 207/07; in Germany: BGH, judgment of 1 December 1999, I ZR 49/97; OLG Hamburg, decision of 8 May 1989, 3 W 45/89; Ellenberg 2025: 594). Using another person's recognisable voice without authorisation to generate false content is a gross violation of that person's dignity and informational autonomy.

In Germany, the phenomenon is assessed through the lens of the right to one's own voice (*Recht an der eigenen Stimme*), which derives from the general right of personality (*allgemeines Persönlichkeitsrecht*) (Frey & Westphal 2025: 780).

4.2. The judgment of the Berlin Regional Court (case no. 2 O 202/24)

The judgment of the Berlin Regional Court (Landgericht Berlin II) of 20 August 2025 (case no. 2 O 202/24) is an important milestone in case law, setting new limits on the permissible use of the technology. The case brings together the most pressing contemporary issues concerning generative AI, freedom of expression and the limits of the commercialisation of personal rights online (Ellenberg 2025: 595). The claimant, Manfred Lehmann, is a widely recognised German dubbing actor and the official German voice of major Hollywood stars, above all Bruce Willis. The defendant ran a news and entertainment channel on YouTube with nearly 190,000 subscribers. He deliberately used commercial AI software to generate the soundtracks of two videos, setting parameters that produced a synthetic voice strikingly similar to the claimant's distinctive voice. The videos were highly political and satirical, sharply criticising the German government of the time. Crucially for the later legal assessment, each video carried a link to the defendant's online shop, which sold clothing with political prints, and none of them indicated that the voice came from an AI generator.

The claimant sought an injunction, damages for the commercial use of his voice and reimbursement of his legal costs. The defendant argued that his actions were protected by freedom of expression and artistic freedom, and that the voice synthesiser did not rely on any copy of the claimant's recordings but was an autonomous product of the software. The court rejected these arguments and delivered a judgment of considerable significance for media law. In its extensive reasoning, it held that the general right of personality, derived directly from the Basic Law, protects an independent right to one's own voice, which includes the right to object effectively to the algorithmic cloning of one's sound image. The decisive role in the legal subsumption

appears to have been played by the doctrine of *Zuordnungsverwirrung* (confusion of attribution) – a concept not confined to German law (Gößler 2020: 18) – that is, the objective misleading of the average audience as to the identity of the speaker (Voges & Kühn 2025: 912). The court noted that the comments under the videos proved beyond doubt that a significant part of the audience believed that Manfred Lehmann himself had lent his voice to the channel and endorsed the political views expressed. It regarded this unauthorised association of the claimant with a political ideology with which he did not wish to be associated as a particularly serious infringement of his personal integrity and professional dignity.

The court carefully balanced the conflicting interests of the parties. It held that neither artistic freedom nor freedom of political expression required the use of an unlawfully cloned, recognisable voice of a well-known film personality: the satire and political criticism could have been expressed just as persuasively with a generic, anonymous speech synthesiser. The court also took into account the defendant's financial motive, observing that the deliberate use of a recognisable voice associated with Bruce Willis served primarily to increase the channel's algorithmic reach and to generate sales in the online shop. It awarded the claimant €4,000 in damages (€2,000 per video), calculated as a fictitious licence fee (*fiktive Lizenzgebühr*) (Völger 2025: 701). This method determines the remuneration that reasonable contracting parties would have agreed for the lawful use of the voice in the given context under normal market conditions. Calculating damages in this way shows that German courts recognise the pecuniary value of individual human characteristics such as the voice, treating them almost on a par with protected property rights in sound recordings.

In Poland, a landmark ruling on the use in advertising of an AI-generated voice almost identical to that of a well-known voice-over artist is expected in the case brought before the Regional Court in Warsaw in November 2025 by Jarosław Łukomski, one of Poland's most recognisable voice-over artists. The advertisements in the paid campaign at issue used an AI-generated voice that was almost indistinguishable from the claimant's (Lutomirska 2025).

5. Protection of likeness and voice in EU law: the AI Act and the General Data Protection Regulation

A comprehensive analysis of the protection of performers' rights cannot overlook EU law. The Artificial Intelligence Act (Regulation (EU) 2024/1689) imposes transparency obligations in Article 50 (Oster 2026: 164). From 2 August 2026, audiovisual content constituting a deepfake must

be disclosed as artificially generated or manipulated (Oster 2026: 177; Heidtke &Schockel 2025: 640); where the content forms part of an evidently artistic, creative, satirical or fictional work, the obligation is limited to disclosure in a manner that does not hamper the display or enjoyment of the work. Under the General Data Protection Regulation, the human voice – understood not as a carrier of meaning but as a set of unique physiological characteristics that enable an individual to be identified – may constitute biometric data within the meaning of Article 4(14), which, when processed for the purpose of uniquely identifying a person, enjoys special protection under Article 9 (Mühlenbeck 2020: 114–115; Schild 2022: 297; Ziebarth 2022: 183). Comparing the AI Act and the GDPR with national case law, such as the Berlin judgment discussed above, and with the mechanisms of the *Anlage KI-Einsatz* reveals a slow but steady closing of the regulatory gap. A multi-tiered system of protection is emerging: the first tier consists of national collective agreements providing ex ante protection; the second of civil law (Kessen & Köhler 2026: 20) and copyright law, offering ex post remedies; and the third of EU regulation, which sets standards for transparency and for the processing of biometric data.

6. Conclusions

The analysis leads to several conclusions. Generative AI is entering the world of film at an ever-increasing pace, blurring the hitherto recognised boundary between live human creation and machine imitation (such as animated elements in films) and calling for a legislative response. The analysis of the *Manteltarifvertrag des TV FFS* and its annex on the use of AI shows that traditional collective labour law – contrary to fears that it has become anachronistic – can be an effective first line of defence against the market marginalisation of creators. Through its precise conceptual framework, the mechanism of fictitious shooting days and the prohibition of circumvention (*Umgehungsverbot*), the agreement creates a dogmatically coherent system of protection that deserves to serve as a model for other EU Member States.

The judgment of the Berlin Regional Court of 20 August 2025 shows that the right to one's own voice (*Recht an der eigenen Stimme*) is an independent personal right protected under civil law. The doctrine of *Zuordnungsverwirrung*, which assesses an infringement not through a technical analysis of the cloning method but through its objective effect of misleading the audience as to the speaker's identity, is a highly flexible and effective tool of legal subsumption in the age of generative AI.

None of the existing legal regimes – copyright law, civil law or collective agreements – appears capable of meeting the challenges of generative AI

on its own. Only a comprehensive model that combines the instruments of labour law, civil law and copyright law into a coherent system can be effective. Effective protection for artists in the coming years will also depend on the extent to which national mechanisms such as collective agreements are supported by national, EU or international legislation establishing an individual's right not to be replaced by an uncontrolled digital substitute on the open labour market – a "right of non-substitution" that has so far been postulated only in legal doctrine (Mukherjee 2025: 891) but is already anticipated in practice.

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