



2021 Waiver for Influencer-Produced Sponsored Content ("The 2021 Influencer Waiver")

This 2021 Influencer Waiver (the "Waiver") is available to signatory and JPC authorizer advertising agencies and advertisers. This Waiver covers *bona fide* Influencer-Produced Sponsored Content as defined below.

This Waiver may not be used to circumvent the terms and conditions of any SAG-AFTRA collective bargaining agreement or membership rule. This Waiver may not be used when the Influencer's contract with the advertiser also includes services covered under another SAG-AFTRA collective bargaining agreement (for example, television commercials or motion pictures). Other non-covered services, such as print and personal appearances, are permitted.

While the JPC and SAG-AFTRA each reserve all rights with respect to the definition of a "commercial", and whether all or any Influencer-Produced Sponsored Content is a "commercial" as defined under Section 4 of the Commercials Contract, except as otherwise provided herein, the terms and conditions of the Commercials Contract shall apply. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Commercials Contract.

1. Definitions

For purposes of this Waiver, capitalized terms shall have the definitions below:

"Influencer" has the meaning commonly understood in the advertising industry, and shall refer generally to an individual engaged to create Influencer-Produced Sponsored Content pursuant to the terms of this Waiver and who has amassed a substantial social media following and who creates and appears in Influencer-Produced Sponsored Content.

"Influencer-Produced Sponsored Content" is audiovisual content self-produced by an Influencer to promote an advertiser's product or service created only for digital distribution on the Influencer's and/or agency's and/or advertiser's website, on social media and/or on YouTube. Content written, filmed or produced by any party engaged by the advertiser or agency (other than the Influencer) (i.e., production company, ad agency, PR firm, etc.) shall not be covered by this Waiver. For purposes of clarity, the advertiser or agency may provide the Influencer with notes, suggested messaging, or other guidance relating to the content as long as it is not scripting the content in its entirety.

"Covered Services" refers only to the Influencer's on-camera and/or voiceover services for Influencer-Produced Sponsored Content.

2. Compensation

Producer and Influencer may freely bargain Influencer's Compensation for Covered Services.

3. Pension & Health Contributions - Standard Allocation

Producers shall contribute to the SAG-AFTRA Health Plan and SAG-Producers Pension Plan (the “Plans”) an amount equal to 19% of all gross compensation for Covered Services, unless they are a JPC authorizer in which case the contribution rate shall be 18.5%.

For the purpose of calculating the pension and health contribution (the “Contribution”), the standard allocation of gross compensation for Covered Services is twenty percent (20%). Provided a Producer allocates in accordance with this Waiver, such allocation shall be rebuttably presumed to be proper. The parties may negotiate how the contribution will be deducted from or paid in addition to the gross compensation, provided that the compensation and contribution amounts are clearly and separately stated in the Influencer’s contract.

For purposes of example, only, if the Influencer’s total compensation is \$10,000.00 dollars, a minimum of \$2,000.00 dollars shall be deemed to be the minimum attributable Compensation for Covered Services. The contribution to the Plans shall be \$380.00 for a signatory and \$370.00 for a JPC authorizer.

4. Use in Other Media

If Producer wants to use Influencer-Generated Sponsored Content produced under this Waiver in any other manner, or to distribute it on any other channel or platform or in any other medium (e.g. television or industrial use), Producer shall notify Influencer of its intended use. Any Influencer-Produced Sponsored Content produced under this Waiver subsequently used in whole or part in any other media covered by a SAG-AFTRA collective bargaining agreement requires payment of no less than the full use fees for that medium (e.g., television or industrial use). Consent of the Influencer is required prior to any television use.

5. Maximum Period of Use (“MPU”)

The MPU shall be 1 year from the date of first posting.

Producer must negotiate with Influencer for any use past the MPU, in accordance with Section 30.D. of the Commercials Contract. However, if the Influencer-Produced Sponsored Content appears on a website, social media platform, or on YouTube after the expiration of the MPU, but is not relevant to any current campaign and remains in the feed tied to its original posting date, no further payment shall be required provided that Producer complies with the Influencer’s request, if made, to remove it. For purposes of clarity, SAG-AFTRA may convey the request to the advertiser or agency on behalf of the Influencer.

6. Required Notice to Influencer

Producer must notify Influencer or Influencer’s professional representative(s) at or before the time of hire that Producer intends to utilize this Waiver.

7. Prohibitions – Stunts; Hazardous/Dangerous Conditions; Nudity

Content produced pursuant to this Waiver may not contain stunts or hazardous/dangerous conditions. Content produced pursuant to this Waiver may not contain nudity or sexually explicit content, except to the extent such content is necessary to demonstrate the advertiser’s product or service.

8. No Waiver of Applicable Laws

Nothing herein waives or limits any rights Influencer may have that are outside the scope of this Waiver or the Commercials Contract.

9. Term

This waiver expires on March 31, 2022, unless otherwise agreed or extended by the bargaining parties.

Questions regarding this Waiver can be directed to:

SAG-AFTRA:
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LA - 323-549-6858
NY - 212-827-1454

JPC:
Kim Stevens at kstevens@jointpolicycommittee.org
Beth Haynes at bhaynes@jointpolicycommittee.org