

SAG-AFTRA Influencer Agreement and Influencer Waiver: **JPC Overview**



There are actually 2 agreements

Standalone Influencer Agreement

- Influencer is the signatory
- Influencer must have a loan out
- Must engage directly with a non-signatory advertiser
- Influencer owns the content

Influencer Waiver under the Commercials Contract

- Available to advertiser signatories and agency signatories to the Commercials Contract
- No requirement for the influencer to have a loan out
- No requirement that the influencer own the content



The nuts and bolts of the waiver: Definitions



“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.

The nuts and bolts: Compensation/P&H

Compensation: Free bargaining

Allocation: 20% BUT 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.

Contribution Rate: 19% or 18.5% for JPC authorizers



The nuts and bolts: Other terms

Use in Other Media: Notice and full use fees. Consent required for TV.

MPU: One year from the date of first posting. 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.

Notice: You must notify the influencer or his or her agent at or before the time of hire that you intend to produce under the waiver. Notice or approval from the union is NOT required.

No stunts, hazardous work, nudity or sexually explicit content.

You may hire union or nonunion influencers. If you hire a nonunion influencer you must Taft Hartley, but will not receive a preference fine.

What does this mean for me?

If you are a signatory advertiser or agency, there are 3 possible scenarios:

1. Hire a union influencer. **Produce under the waiver.**
2. Hire a nonunion influencer. Decide that what is being produced is not a “commercial,” therefore, you treat it entirely nonunion and **do NOT produce under the waiver.**
3. Hire a nonunion influencer. Decide you don’t want to worry about the “grey area” of content versus commercial and want to take zero risk. **Produce under the waiver.**



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