



TEMPORARY WAIVER REGARDING THE USE OF THIRD-PARTY STOCK FOOTAGE UNDER THE 2019 SAG-AFTRA COMMERCIALS CONTRACT

As we have discussed, SAG-AFTRA and the JPC have a dispute over the application of Section 7 of the Commercials Contract to stock footage. The Union maintains that stock footage is “made for an advertising purpose” and that producers must therefore pay an individual who appears in stock footage that is used in a commercial in such a way that the individual qualifies as a principal in the commercial. The JPC disputes this interpretation and contends that stock footage is not “made for an advertising purpose” and therefore individuals appearing in stock footage used in commercials are not covered under the Commercials Contract.

The Union is willing to temporarily refrain from pursuing its interpretation for a “waiver period” on a non-precedential, non-citable basis under the conditions set forth below. This waiver would be provided on the understanding that upon expiration of that waiver period, the parties would both maintain their current positions regarding the application of Section 7 to stock footage without prejudice. Accordingly, the Union agrees not to pursue claims for individuals appearing in stock footage as follows:

- 1) The producer will make contributions on scale to the SAG-AFTRA Health Plan and SAG-Producers Pension Plan for each individual who appears in stock footage used in a commercial such that the individual qualifies as a “principal” under the Commercials Contract;
- 2) The waiver period will end upon the Union providing 14 days’ notice of termination to the JPC;
- 3) The stock footage in question must be sourced from an independent, third-party stock footage house and the stock footage in question must have been produced on or before February 1, 2020;
- 4) The commercial into which the stock footage was incorporated engaged at least one voiceover performer under the Union’s collective bargaining agreement; and
- 5) In the event that an individual who appears in the stock footage independently approaches the Union to pursue a claim for payment under Section 7, the Union will be free to pursue a claim on behalf of that individual. The Union will not search out or otherwise solicit claims.