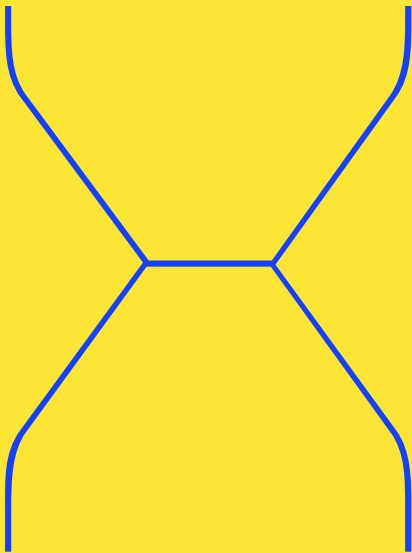
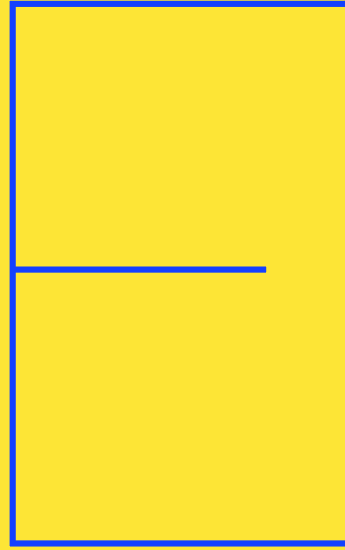
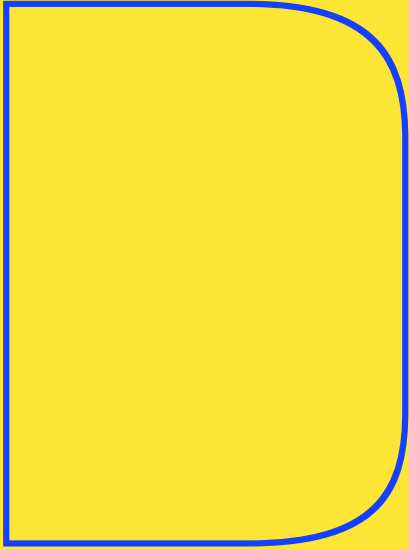
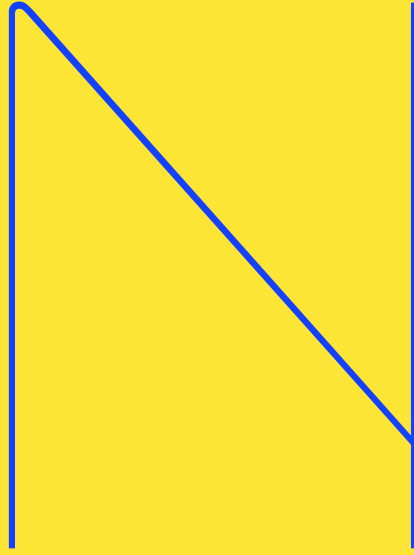
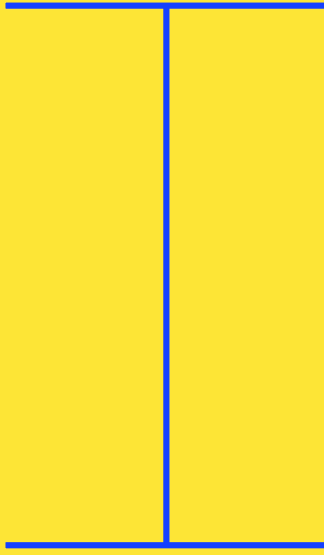


I N F L
U E N C
E R

BRIEFING KIT





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A look at how influencer marketing is evolving and how the need for due diligence is paramount in order to achieve optimum results.

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What are you trying to get out of the collaboration? Help map a path to get there.

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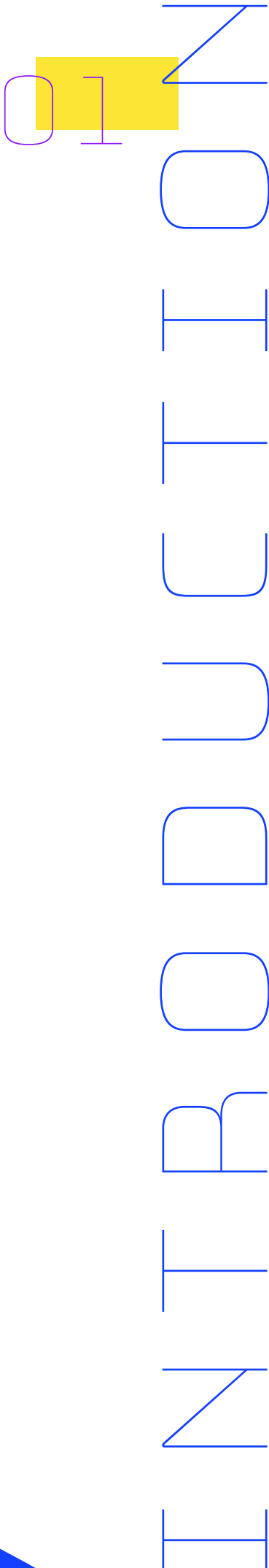
Remembering to lay the groundwork for a content springboard and allow the creative juices to flow.

05

P22 CONCLUSION

Why a 'one size fits all' approach to influencer marketing doesn't exist.



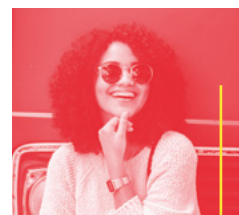


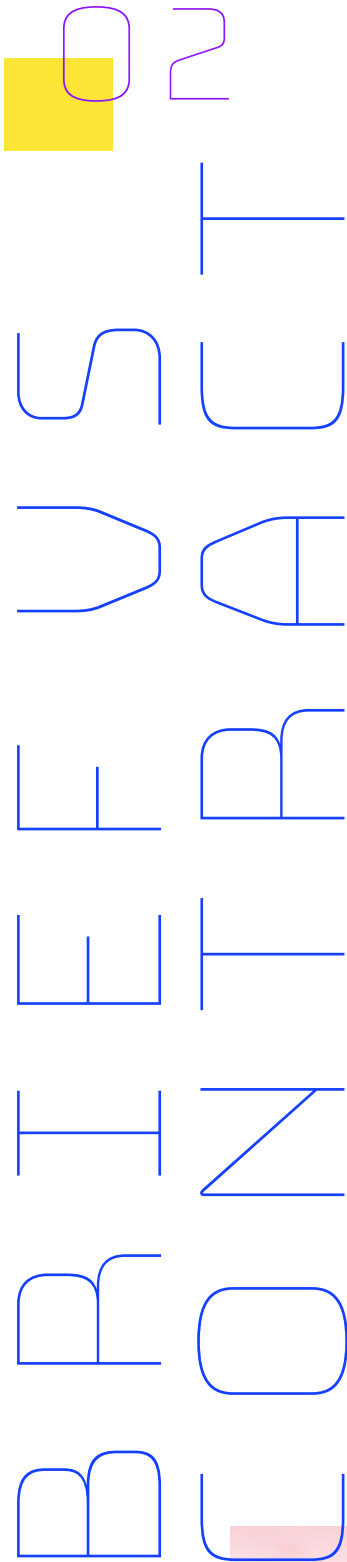
Influencer marketing is growing exponentially and has rapidly become one of the most impactful and lucrative channels within the marketing mix. An industry that, although in its infancy, is evolving constantly; influencer marketing can be a hard nut to crack. As marketers invest increasingly in influencer activity, it's important to ensure relationships are managed appropriately and efficiently. With guidelines changing and goalposts shifting, brands and agencies need to stay diligent in order to implement well-informed and professionally executed influencer campaigns.

Once brands have done their research and have a chosen influencer to work with, the next steps could be crucial in ensuring the overall success of the campaign. According to **Eve Lee, Founder of creative studio and consultancy, The Digital Fairy:**

“ Working with influencers is a high risk, high reward opportunity for a brand. Whilst the quality of content and return on investment may be alluring, you are also putting your brand into the hands of an individual. This can be precarious and unpredictable, especially when coupled with the industry's current lack of structure and transparency.

Influencer agreements, including contracts and briefs, set the tone for a partnership and are a crucial piece of the puzzle in protecting both parties against any potential risk. In this report, Influencer Intelligence examines the best practices and requirements of the influencer briefing process, providing a one-stop-shop guide to onboarding talent. We delve into the differentiation between influencer briefs and contracts, establish why they are integral to campaign performance, and define in detail the elements that should be included in each document.



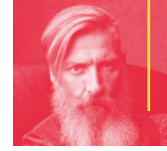


WHAT'S THE DIFFERENCE?

Before embarking on any influencer marketing campaign, brands and agencies need to take great care to define the terms, conditions and objectives within both an influencer brief and influencer contract. To guarantee an impactful and successful partnership and mitigate any potential risk of pitfalls; it is essential to provide a detailed framework for both the vision of the partnership and legality of the campaign. An influencer brief is a guideline written by brand marketers or PR professionals, outlining what is required from an influencer for the duration of a campaign or collaboration. The contents of an influencer brief need to be the result of a balanced conversation; recording in writing any mutually agreed deliverables and expectations as well as agreed creative guidelines. Briefs are more flexible than contracts and can be amended or updated at any time.

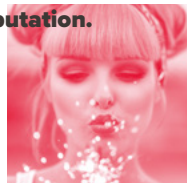


An influencer contract on the other hand is an official binding document written by a legal professional, detailing prescribed obligations, rules and regulations that a company requires from a partnership. It's where to cover the small print - the finer details that will ensure both parties are protected from a legal standpoint and demonstrate that the partnership is adhering to the required practice in the eyes of governing bodies such as the Federal Trade Commission (FTC) or Advertising Standards Authority (ASA). A substantial amount of the information in an influencer brief will also be duplicated in an influencer contract but will be accompanied by detailed corporate declarations and policies. An influencer contract is also the only document to require a signature to be enforceable.



WHY ARE THEY IMPORTANT?

Failing to take the time to get an influencer brief and contract right could spell disaster for an entire campaign. After a content creator has been approached and a dialogue with a brand is established, it's essential to set parameters and explicitly state expectations from the get go to ensure the influencer is crystal clear on the motivation and desired outcome of any forthcoming partnership. If an influencer is incorrectly or insufficiently briefed, not only is their content likely to miss the mark, but the fallout from an unsuccessful execution could cost a brand in time and money, as well as damage its reputation.



Influencer marketing can be a costly investment and one that brands can struggle to justify within a wider business plan due to the difficulty of embedding a universally acknowledged success metric. With this in mind, it's imperative to put benchmarks and safeguards in place that reduce the risk of miscommunication and malpractice whilst ensuring targets are met.

Time may be a constraint, as stakeholders are pushed for time and under pressure to deliver on an influencer campaign; but to achieve reasonable return on investment, both a strong and clear influencer brief and contract that define expectations and boundaries, whilst inspiring creativity in equal measure, need to be in place. Admittedly these are tricky factors to balance, but it is critical to remember that influencer campaigns are a two-way process, and the best results will occur when both parties are aligned on every aspect, working towards a common goal.



WHEN

IT

ALL

GOES

WRONG

Influencer contracts protect both parties, helping navigate possible areas of contention, particularly when it comes to the exchange of large sums of money or intellectual property. In the event of a worst-case scenario – a breach of contract - parties can be better held to account if a signed written agreement is in place. If there is failure to withhold part of an agreement, a legal body can step in, which could result in official reprimands for guilty parties and remuneration for the party affected.

Eve Lee notes the fact that brand-influencer collaborations have fallen under heavy media scrutiny of late and the part briefing has to play:

“ *When it goes wrong, it goes very wrong and in a very public way – so getting briefing right is vital.* ”

A high-profile example that demonstrated this occurred when social media personality Luka Sabbat came under fire for neglecting to fulfil a signed agreement endorsing Snapchat’s Snap Spectacles, despite receiving payment in advance. For the campaign, Sabbat published a single promotional post without pre-approval from the agency representative and failed to upload a series of pre-agreed Instagram Stories. PR Consulting Inc., who represent Snapchat in the US, filed a public lawsuit against the actor via the New York Supreme Court, claiming compensation for the upfront fee and \$45K in additional damages.

The first of its kind, the case is still ongoing at the time of writing and the action taken by the PR firm has marked important milestone for the industry. A cautionary tale to marketers – the Luka Sabbat controversy serves to highlight the importance of a written agreement. Without it, PR Consulting would not have had a legal case to contest. To read more about this case study and its ramifications for the wider influencer marketing landscape, head to our Blog page.





03

WHAT TO COVER IN AN INFLUENCER CONTRACT



Whilst each will differ slightly, if at the core these structural steps are followed when drafting an influencer contract, you'll be sure to start things off on the right track...

01

WHO IS INVOLVED

A contract must firstly stipulate which parties, companies or affiliated organisations are entering into the partnership. It must fully state the name and alias of the influencer in question, any associated talent agency or representation that may be bound by the same terms, and similar detail for the brand and those working on behalf of them.

02

DURATION OF THE AGREEMENT

Declare the length of the activity - be it a one-off single social post scheduled at a specific time, a week of activity or a yearlong partnership with multiple activations. If the relationship with the influencer is inclusive of multiple activations of varying length, be sure to lay this all out as much as possible in the contract. It is also useful to include information regarding any possible extension of the start and end dates, being as specific as possible. If future opportunities surrounding the collaboration are unclear at present, or if future plans need to be based on performance, cite any room for potential flexibility and under which specific circumstances these apply.

03

TERRITORIES

It's important to be explicit within which geographical territories the agreement is enforced, and to also really understand the social audience following a chosen influencer. This is to ensure that not only are they the right influencer for you, but that territory-specific considerations are included within the brief. Using the advanced data analytical tools available on Influencer Intelligence's talent profiles provides insight into essential demographic and psychographic audience data, enabling data-informed talent selections. If an influencer is particularly popular in certain countries or cities, this should be taken into consideration during the onboarding process. In some cases, cultural nuances such as popular local references or spelling and colloquialisms should be factored in when creating content. In this respect, including applicable territories in the influencer contract could provide parties with a useful reference point when drafting copy.

04

FORMAT OF CONTENT

One of the most important sections of the contract should concern primary and secondary deliverables. Plainly define all of the influencer content required, listing; format, subject, description of assets to be used and length of piece. Are they being asked to record a series of live videos, to curate a capsule clothing collection for the new season, to create a tutorial reviewing the latest makeup line or to upload an ad endorsing a new product? Influencers understand their audience in great detail and, in turn, what type of content resonates with them, so it's vital that both sides consult collaboratively throughout the process and brainstorm creative content plans. Key to a successful influencer campaign is an authentic message and this will shine through when parties work together to determine the best method of execution.

VOLUME AND FREQUENCY OF CONTENT

05

This is one area of any collaboration that is clearly quantifiable and should be laid out explicitly from the get-go. If multiple pieces of content are required as part of the endorsement, this needs to be stipulated in the contract, detailing exactly how many individual pieces of content and how often these should be created for the duration of the agreement. Allocating figures to each piece of activity ensures distinct KPIs are in place to measure overall success of the campaign. Similarly, contracts should stipulate the timing of each piece of content. Brands should consider the territory being targeted, optimum times for engagement and any alignment with wider campaign activity, to formalize a plan of action.

SUPPORTING CHANNELS

06

With a variety of platforms available for influencers to create content on today, it's important to be specific and agree upon which channels feature which content within a campaign. This is an opportunity for brands to consider the types of content that perform best for them on certain platforms, as well as what channel tends to have the most effective results for the influencer and their audience. Referring again to an influencer's audience data will establish which channels speak to the audience being targeted, as quite often, followings will differ from platform to platform. It's also important to remember to define formats within channels, as it is no longer enough to say Instagram. Stipulate whether this requires a grid post, story, highlight or IGTV. This will also need to be reflected within the content format specifics.

CONTENT REVIEWS

07

Is approval required for any created assets or branded posts before publication? If so, outline which pieces will need to be signed off and work backwards to establish deadlines to allow for the verification process. It is important here to also set a time frame within which a brand can turn around the sign-off process, as both parties will need to follow the rules to be able deliver timely, relevant and accurate content.

TIMELINE

08

It's a must for influencer contracts to feature a timeline of influencer activity and deadlines, including elements such as the dates and timings of specific posts, key events or appearances, and so on. It's also useful to incorporate campaign mile markers such as embargoes, launches or release dates at this stage. The purpose of this is to enable transparency on both sides and ensure sufficient planning and scheduling, which in turn will enable maximum impact and visibility. Putting notable milestones in place will contextualize activity and minimise the risk of any parties missing deadlines or making mistakes.

09

KEY MESSAGING: THE DOS

In this section any key messages need to be succinctly listed for each campaign, with specific attention being paid to detailing campaign tag lines, calls to action and credits, any hash tags, handles and all relevant links. Don't forget to be clear and instruct which message needs to be included and in what format according to individual pieces of content. These messages should be placed in priority order to cater for particular platforms with limited characters. A word to the wise: keep this section as minimal as possible. If influencers become overwhelmed with multiple messages, it's likely one or more will drop off. The less rhetoric included, the more focused and unified an influencer will be on the intended message.

10

STRICTLY VERBOTEN: THE DON'TS

Similarly, it's critical here to include any messaging points, phrases or dialogue that could be detrimental to a brand's image or campaign goals and should thus be avoided at all costs. This ensures the influencer operates within recommended parameters, towing the company line and averting any potential backlash or negative publicity.

11

DISCLOSURE TERMS

Brands and influencers have a legal responsibility to make every effort not to mislead customers. Guidelines around the use of #spon or #ad tagging across social channels are a legal requirement and clearer signposting of branded content needs to be explicit within any onboarding documentation to ensure that the rules are followed, and parties aren't put at risk of enforcement action by the relevant advertising watchdog. Leave the influencer with a reminder of the legal and federal guidelines and legislation pertaining to influencer marketing and advertising. Reiterate the ASA, FTC or other applicable governing bodies' latest rulings on correct disclosure specific to that market to ensure both parties are protected and operating above board.

12

IMAGE MANIPULATION

If you intend to supply an influencer with brand-owned assets or images, or if a brand or agency intends to use influencer-owned content for their own marketing purposes, the contract should make plain to what extent that influencer can manipulate, edit or alter the image. As a rule of thumb, brands should be very wary of image manipulation regardless of ownership, as doctored or heavily edited images can be misleading to consumers and severely damage authenticity. Brands should steer clear of unnecessary cosmetic alterations or those that may distort the integrity of the image.

EXCLUSIVITY AND NON-COMPETE CLAUSE

13

Careful attention should be taken to consider exclusivity and non-competes surrounding brand collaborations and whether this is something that is required to encourage authenticity of content. This will be dependent on the type of brand as well as the type of collaboration, but to protect businesses from external challenges; the contract should disclose any potential conflicts of interest when it comes to competitor brands or campaigns. It is important to stipulate any rules regarding activity with direct competitors and clearly define which types of brands are being referred to. Furthermore, if exclusivity is required from the start of the partnership and through a period of time after, this also needs to be explicitly disclosed. This is also important from an influencer perspective. Influencer and TV personality Francesca Newman-Young notes the importance of being specific when it comes to usage rights in her experience: "Occasionally I've worked with brands who will sneak extra terms in the contract about usage and paid advertising. Or, worse, just not ask about it at all and do it anyway. There is a huge difference between an agreement to post content out on your own channel and having a brand invest in paid media with the content you've created. You have to be explicit about this to begin with and be aware of the influencer's worth."

PAYMENT TERMS

14

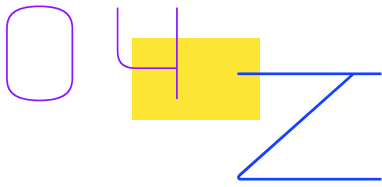
The influencer contract is the best place to codify remuneration terms and formalise the payment structure for a partnership. It's important to not just detail the fee for the activity, but to make a note of whether there are any upfront costings as well as percentages of payment on completion of the campaign. Any agreement should outline within which time period payment should be made and received and in what form. It is also wise at this stage to include a statement within the section pertaining to what should happen to the fee in the event of a breach of contract of any kind, such as withholding payment, refunds or legal action. This will ensure no confusion further down the line when it comes to the financial nitty gritty. A contract may also include reference to any other exchanges or offers that may be included in the agreement such as non-traditional benefits and extra incentives. Itemise any added value changing hands such as products and experiences.

SAFEGUARDING AND CANCELLATION

15

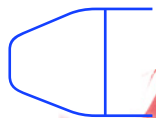
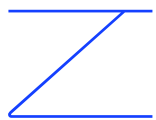
An influencer contract should be mutually beneficial, but from a brand perspective needs to keep a company protected in the eyes of the law, should an influencer breach the terms of agreement in any way. If what has been promised fails to be delivered, they can be held to account by the signed contract. Additionally, it may be useful to include what would happen if that influencer becomes the subject of any external media controversy, causing a brand to want to break ties with them. A key example demonstrating this in recent years materialised when Disney severed its long-term partnership with YouTuber PewDiePie following the surfacing of antisemitic content.





INFLUENCER

BRIEFS



A collaborative ideation document created between brand and influencer; an influencer brief outlines the overall requirements, goals and aims of the partnership. This is the point when both parties can outline what they wish to achieve from the process and map out a path to get there together. **Reesa Lake**, Partner and Executive Vice President of social influencer talent management agency, Digital Brand Architects notes:

“ *Collaboration is essential for successful programs here. The influencer knows what is going to perform, they have built trust and a relationship with their followers and can help ideate on how to bring a campaign to life in a more creative way.* ”

While the influencer contract covers the legalities of the agreement, the brief serves as a conversation starter – providing creative inspiration and defining topline expectations. Briefs should detail any wider campaign strategy, putting influencer activity into context, so that influencers understand their piece of the puzzle and can more easily align their content to a common goal. Brands shouldn't make the mistake of using a briefing as an opportunity to simply tell an influencer exactly what to do. Influencers know their audience and what resonates with them more intimately than anyone and listening to their creative input on what will work best will result in a far more efficient, impactful and authentic collaboration. Influencer briefs can take many forms – written documents, slide presentations, mood boards, conference calls or face-to-face discussions. The common element being that it is a mutual learning and planning process, with both parties outlining what they can bring to the table. This is the time to onboard an influencer by getting them excited and passionate about a project. Brands that skip the briefing stage or opt for a quick bullet-point approach risk losing a vital connection with the influencer and may jeopardise the opportunity to build fruitful relationships and secure future support.

There are a few things that can be included in an influencer brief that would not traditionally be incorporated into an influencer contract. These three elements will serve to make a brief stand out and likely solicit the best results...

THE BACKGROUND CHECK



First of all, it's important to give influencers a bit of background on the brand, client or agency they will be collaborating with. Just as brands will conduct research before selecting an influencer; it's advisable to allow influencers to do the same. An introductory section of a brief can relay in plain terms what the brand stands for, in turn helping both parties determine if they are a good 'fit' for each other. Providing this information puts the campaign in context for the influencer, helping them understand the overall motivation for the activity.

A great way of getting an influencer excited to enter a partnership, is to include a recent influencer campaign that has been executed well.





THE MODUS OPERANDI



According to **Ad Week**:

“ If you know exactly what beliefs, obstacles or psychological barriers you need to overcome, you can more effectively counsel your influencers to address them head-on in their posts.

“ To help focus influencer content, it pays to outline the wider campaign goals for the business. Briefs should share with influencers the central point of the activity and inform how their piece fits into the puzzle. Is the aim to build awareness or drive sales?

Will the campaign seek to alter the perception of the company or access a new audience sector? If equipped with this information, an influencer will have a clearer idea of how to get their partner to that point.

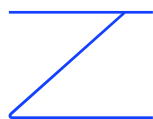
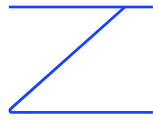
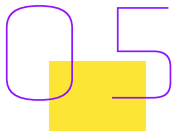
THE INSPIRATION

A nice touch is to keep influencer briefs fresh, vibrant and engaging with a creative style guide. Include an image mood board with any visual stimulation to echo the desired look and feel of the content required. Use the brief to provide examples that will inspire artistic and imaginative ideas and allow influencers to retain creative control, led by a clear vision. A note to remember: brands should be careful not to be too restrictive on an influencer's creativity.

An influencer will most likely have their own, signature aesthetic that they would need to adhere to in order for content to remain authentic. However, this is something that can be discussed in more detail during the briefing process, to ensure both parties approve the assets created.







Whilst following the steps in this report will help set brands on a path to achieve optimum results from any collaboration, it's important to mention that there is no 'one size fits all' approach to influencer marketing.

“ *As the industry is evolving, many types of new influencer partnerships are emerging - events, collaborations, co-creation - and there isn't a single template for working with them.*

Influencers are individuals, and their contracts and briefing processes should be treated individually too.

Eve Lee, The Digital Fairy.

Indeed, touch points should be adapted and assessed on a case by case basis, specific to the exact activity and influencer in question. However, the best collaborations will also result from adhering to certain fundamentals that are non-negotiable, such as the elements in our contract checklist.

From exclusivity to image manipulation, influencer contracts are legally binding documents that serve to protect both influencers and brands or agencies as they embark on a promotional partnership.

Keep things cooperative when compiling an influencer brief. When it comes to influencer campaigns, brand strategy should strike a healthy balance between clear and direct deliverables and creative collaboration. As **Francesca Newman-Young** notes,

“ *A contract between influencer and brand should be treated as seriously as it would between an agency and a brand. An important part of the process is to build a good relationship, talk about the objectives of the project and how the success of that campaign is measured. At the end of the day, an influencer wants to create beautiful content that their followers will love and want to make the brand happy.*



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