

Compliance and Influencer Marketing

The Marketer Tasklist

List in terms of what are the things a marketer should think about when amending the contracts.

The aim of a thorough contract in an influencer marketing agreement serves as a protection on both parties, provides clarity, helps the Company achieve their desired goals and provides the Influencer with a clear pathway to take in order to help the Company reach its marketing vision. Also, in circumstances that are high risk to a Company or Influencer's reputation, clarity in the contract would help in preventing unpleasant surprises.

- Basic Contract Elements
 - Company details (name, registration number and registered business address) and the name of the Influencer (name, ID number, and address of the Influencer; if the Influencer is engaged under an agent, it is best to add the Agent's details on top of the Influencer's). The agreement should also have your brand name mentioned as a customer. It should mention the effective date of the agreement and a short description of the campaign
- Duration of Agreement
 - Is it for a single campaign or a certain number of campaigns, ensure this is stated clearly in the agreement
- Specifics about the Content You Expect
 - Ensure the Influencer is aware that they would have creative freedom but it is best to lay down some Company guidelines they would need to abide by to avoid future issues arising, this is best noted in the Annex
- Which platform would the contents need to be published on
 - Ensure that the platform your Company assigns the Influencer on has the target audience or relevant audience the campaign needs. Also, it is best to notate in the Annex the Influencer's handle and to make it clear with the Influencer your preference
- Content Usage Rights

- A very important aspect of the contract that needs to be discussed between the company and influencer is the content usage rights.
- Indicate clearly if you have any plans to reuse the content created, mention it explicitly. Also, the duration that you will use it.
- The content usage rights clause of your influencer marketing agreement should also highlight:
 - Details of any licensing
 - Copyright
 - Clearance from third party users
- Guidelines surrounding influencer marketing
 - This term is equally the Company and Influencer's responsibility and it depends on the country the Influencer is posting from. However, it is very important to note that social media platforms also have their own regulations that need to be researched and advised between parties to ensure no one is breaking the law.
- Competitors
 - It should be clear to the Influencer if their post intended for the company's campaign is allowed to include other brand's tags, or solely for the company's branding only. There should be a clear description of the competitors the Company doesn't want the Influencer to associated with within a certain period of time as well.
- Review of work before posting
 - There should be a clear understanding between the Company and Influencer that the Influencer should vet their work before postings
- Payment Terms
 - You need to clearly mention the form of compensation you're offering to the influencer and this is best done in the Annex, especially if the Company has different methods of payment for the campaign
- Standard Clauses
 - These may include:
 - Indemnification clause
 - Non-disparagement clause
 - Termination clause