

Influencer Collaboration Agreement with IP (India)

Brand collaboration, content IP ownership, ASCI compliance, and payment terms for influencer partnerships

HOW TO USE THIS TEMPLATE

1. Use for brand collaborations, sponsored content, and product placements.
2. ASCI (Advertising Standards Council of India) guidelines require disclosure of paid partnerships.
3. Specify content deliverables, platforms, posting schedule, and approval process clearly.
4. IP ownership of the content matters — decide whether you own or merely licence the content.
5. Include approval rights — never allow content to go live without your review.

PARTIES

Brand / Company	[Full legal name and CIN]
Brand Contact	[Marketing Manager / Campaign Lead]
Influencer / Content Creator	[Full legal name]
Influencer PAN	[PAN Number]
Influencer Platform(s)	[Instagram / YouTube / LinkedIn / Other — with handle/channel name]
Follower Count (at signing)	[Approximate follower/subscriber count per platform]
Campaign Name	[Campaign or product name]
Collaboration Fee	Rs.[Amount] per [deliverable / month / campaign]
Date of Agreement	[DD Month YYYY]
Campaign Period	[Start date] to [End date]

1. SCOPE OF COLLABORATION

1.1 Content Deliverables. The Influencer shall create and publish the content deliverables described in Schedule 1, including: the specific content format (posts, reels, stories, videos, etc.); the platforms on which content shall be published; the number of posts/pieces; and the posting schedule.

1.2 Content Requirements. All content shall: (a) authentically represent the Influencer's genuine experience with the Brand's product or service; (b) comply with ASCI guidelines including mandatory disclosure of paid partnerships (#Ad or #Sponsored prominently); (c) comply with all applicable laws including the Consumer Protection Act 2019 and IT Act 2000; and (d) meet the content brief provided by the Brand.

1.3 Approval Process. The Influencer shall submit all content to the Brand for review at least [5] business days before the scheduled posting date. The Brand shall approve, request revisions, or reject the content within [3] business days. No content shall be published without Brand approval.

1.4 Exclusivity (if applicable). During the campaign period, the Influencer [shall / shall not] collaborate with direct competitors of the Brand in the same product category. Competitors are defined as [specify category or competitor

names].

2. INTELLECTUAL PROPERTY

2.1 Content Ownership. All content created by the Influencer for the Brand under this Agreement shall be:

Option A — Brand Ownership	The Influencer assigns to the Brand all IP rights in the content. The Brand may use the content on any platform, in any format, worldwide and in perpetuity. The Influencer retains the right to keep the content published on their own channels.
Option B — Licence to Brand	The Influencer retains copyright. The Influencer grants the Brand a [non-exclusive / exclusive] licence to use the content on the Brand's own channels for [X] months from the posting date.

2.2 Moral Rights. To the maximum extent permitted by applicable law, the Influencer waives moral rights in the content in favour of the Brand for the purposes of the licence or assignment in Clause 2.1.

2.3 Brand Assets. The Brand grants the Influencer a limited licence to use the Brand's logos, trademarks, and product imagery solely for creating the content deliverables. The Influencer shall not use the Brand's IP for any other purpose and shall use the Brand's assets only in the form and manner approved by the Brand.

2.4 Influencer's Own IP. The Influencer retains all rights in their own personal brand, likeness, name, voice, and existing content. Nothing in this Agreement gives the Brand rights to use the Influencer's name or likeness outside the approved content without separate written consent.

3. DISCLOSURE AND COMPLIANCE

3.1 Mandatory Disclosure. The Influencer must clearly disclose the commercial relationship in every piece of content in compliance with ASCI guidelines: (a) on Instagram: #Ad or #Sponsored in the first line of caption, visible without 'more'; (b) on YouTube: verbal disclosure in first 30 seconds and description box disclosure; (c) on all platforms: the built-in 'Paid Partnership' or 'Sponsored' label where available.

3.2 No False Claims. The Influencer shall not make false, exaggerated, or misleading claims about the Brand's products, their results, benefits, or characteristics. All claims must be factually accurate and verifiable. The Influencer shall not make claims that have not been approved by the Brand.

4. PAYMENT TERMS

Collaboration Fee	Rs.[Amount] per [campaign / post / month]
Payment Trigger	Within [15] days of [campaign completion / each post going live]
TDS Deduction	TDS at applicable rate to be deducted. Influencer to provide PAN for TDS deduction.
GST	GST applicable if Influencer is GST registered. Influencer to provide GSTIN.

5. CONTENT RETENTION AND REMOVAL

5.1 The Influencer shall keep all approved content published for a minimum of [6 / 12] months from the posting date unless earlier removal is requested by the Brand. The Brand may request content removal at any time, and the Influencer shall comply within [24] hours of request.

6. GENERAL PROVISIONS

6.1 Independent Contractor. The Influencer is an independent contractor, not an employee or agent.

6.2 Governing Law. Governed by the Indian Contract Act 1872 and IT Act 2000. Disputes in courts of [City].

6.3 Entire Agreement. This Agreement and Schedule 1 constitute the complete agreement.

6.4 ASCI and Legal Compliance. The Influencer is responsible for compliance with ASCI guidelines and all applicable advertising laws.

6.5 Stamp Duty. Execute on non-judicial stamp paper if required.

EXECUTION

BRAND / COMPANY	INFLUENCER / CONTENT CREATOR
[Full Legal Name]	[Full Name]
Signature: _____	Signature: _____
Name: _____	PAN: _____
Date: _____	Date: _____

IMPORTANT NOTE

ASCI guidelines require clear, prominent disclosure of paid partnerships. Failure to disclose is an advertising standards violation. The Consumer Protection Act 2019 also imposes obligations regarding misleading endorsements. Template only — not legal advice.

CONTENT QUALITY STANDARDS, CRISIS PROTOCOL, AND PLATFORM COMPLIANCE

7.1 Authentic Representation Standards. The Influencer shall only endorse the Brand's products or services if they have genuine personal experience with them. The Influencer shall not publish any testimonial, review, or endorsement that is false, exaggerated, or misleading about the product's benefits, results, or characteristics. Under the Consumer Protection Act 2019, influencers who make false claims about products may face liability. The Brand warrants that all factual claims in the approved content brief are accurate and supported by evidence.

7.2 Brand Safety and Crisis Protocol. The Influencer shall immediately notify the Brand if: (a) the Influencer is involved in a public controversy that could affect the Brand's reputation; (b) the content receives significant negative public attention; (c) the Influencer becomes aware of a quality, safety, or legal issue with the Brand's product. In such circumstances, the Brand may request immediate removal of content and the Influencer shall comply within [4] hours. The Brand shall similarly notify the Influencer of any material Brand controversy that may affect the Influencer's reputation.

7.3 Platform Terms of Service Compliance. The Influencer is responsible for ensuring that all content complies with the terms of service of each platform on which it is published, including Instagram's Branded Content policies, YouTube's Paid Promotion disclosure requirements, and LinkedIn's advertising policies. The Influencer shall use all platform-native disclosure tools (e.g., Instagram's 'Paid Partnership' label) in addition to caption-level disclosure. Failure to use platform-native disclosure tools may result in content removal by the platform.

7.4 Performance Metrics and Reporting. The Influencer shall provide the Brand with performance metrics for all published content within [14] days of publication, including: reach and impressions; engagement rate (likes, comments, shares, saves); video views and watch time (where applicable); and website click-throughs (if tracked via provided UTM links). These metrics are provided to the Brand for campaign analysis and shall be kept confidential.

7.5 Exclusivity Boundaries and Competing Endorsements. Where exclusivity is specified in Clause 1.4, the exclusivity applies only to direct competitors in the same product category and does not restrict the Influencer from continuing pre-existing partnerships in unrelated categories. If the Influencer has an existing partnership with a competitor that predates this Agreement, they must disclose this before signing. Undisclosed competing partnerships existing at the time of signing shall entitle the Brand to terminate this Agreement immediately.

CAMPAIGN ANALYTICS, LEGAL LIABILITY, AND TERMINATION

8.1 Intellectual Property in User-Generated Content (UGC). If the campaign includes calls to action for the Influencer's audience to create and share content (UGC campaigns), the Influencer shall ensure the campaign clearly communicates to participants: (a) that by participating, they grant the Brand rights to use, repost, and feature their content; (b) attribution requirements or lack thereof; and (c) any incentives or rewards for participation. The Influencer is not responsible for the content created by their audience, but shall not actively encourage the creation of content that infringes third-party rights.

8.2 Termination for Reputational Events. The Brand may terminate this Agreement immediately and without further payment obligation (beyond amounts already earned for content already published) if: (a) the Influencer is involved in conduct that, in the Brand's reasonable opinion, has materially damaged or threatens to materially damage the Brand's reputation; (b) the Influencer makes derogatory, racist, offensive, or defamatory statements in any public forum; (c) the Influencer is arrested, charged, or convicted of a criminal offence; or (d) the Influencer breaches the ASCI guidelines in a manner that attracts regulatory attention. The Influencer may similarly terminate if the Brand is involved in conduct that damages the Influencer's reputation.

8.3 Non-Disparagement Post-Campaign. For [12] months after the campaign period, the Influencer shall not publicly disparage, mock, or criticise the Brand's products or services in any public platform. This does not prevent the Influencer from providing honest, balanced reviews if specifically asked in an independent context unrelated to any future paid collaboration. This clause applies to genuine criticism; it does not prevent the Influencer from disclosing factual safety concerns about a product if required in the public interest.

8.4 Liability for Content Violations. The Influencer is solely responsible for any regulatory action, advertiser liability, or platform penalty arising from: (a) failure to disclose the paid partnership; (b) false or misleading claims about product results; (c) use of copyrighted third-party material (music, images, video) without appropriate licence; and (d) violation of any platform terms of service. The Brand is responsible for ensuring that the factual product claims in the approved brief are accurate and does not extend liability to the Influencer for accurate statements about the Brand's product made in the course of the approved content.