

Unit 5 Brief Research

All brief examples have been produced or adapted by **Mark Madsen** in line with the conventions and requirements of a brief.

When working in the media industry, you will most often be producing work for a client. A brief is a document that summarizes a client's campaign objectives and/or communications strategies and solutions to meet objectives. There are various types of briefs clients will distribute to creatives looking to find work internally or externally.

Briefs will often be responded to with proposals outlining how they plan on carrying out the client's objective. This may include budget/legal negotiations, formats, platforms, salary etc.

The Client

The client in the following examples is a Music Label named **Heard Well** founded by Connor Franta, Andrew Graham and Jeremy Wineberg which focuses exclusively on producing compilation albums and playlists featuring unknown or undiscovered artists. They have contacted my “company” **DesignMonk** to commission designs for their upcoming playlist **Vintage Euphoria**.

Opportunities

Often, briefs can open up many **opportunities** for artists and independent media companies to learn, improve and expand their skills, as well as increase their client list. These briefs can provide these companies with more experience, and therefore prepare them for bigger projects. In the case of Heard Well, working for such a company may give you an opportunity to connect with their clients and the musicians that work with them. The Heard Well label specifically works with digital influencers, who will often have other professions. These professions may require commissioned work and therefore provide independent media companies opportunities for more work.

Types of Briefs

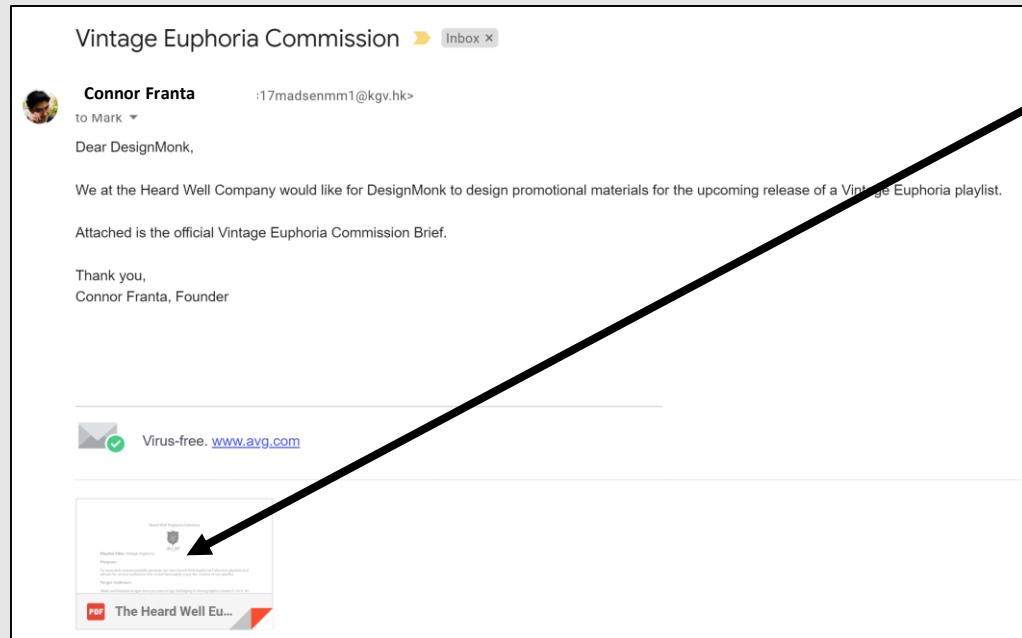
Formal Structure

A **formal** brief must be **written** and **recorded**, be it in a document or email and must include a set of **rules, regulations** and other information required for the production company to produce an **outcome**. Often, after a formal brief is sent, both parties will **negotiate** a meeting to deliberate what to add in perhaps a second, more developed formal brief. The meetings should be recorded. All communication through email is formal and **legally binding** and therefore should be documented.

Commission Structure

A **Commission** is when a **large media company** hires a smaller, **independent media company** to create a product for them. The independent media company must carry out its own **research** and formulate its own **ideas and proposals**. Commission briefs will consist of very basic details, and an overall objective; the rest is up to the production company. Commission briefs have to be **negotiated** between the two companies which can lead to conflict.

Reading a formal brief



The commission brief has been attached.

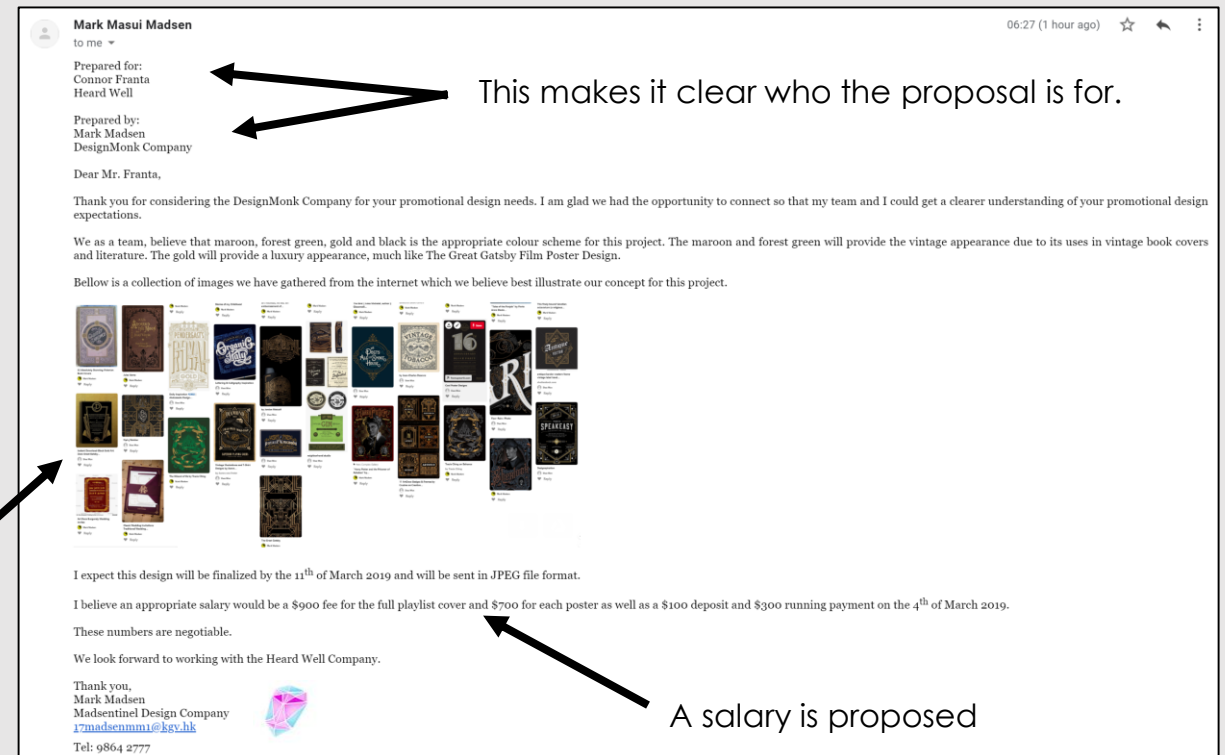
Here, the Heard Well Company has formally emailed DesignMonk with an attachment of an official Commission Brief. This email has made it clear that Heard Well would like DesignMonk to produce promotional material for a specific project by the name of Vintage Euphoria.

The email is formal because the relationship is new.

This email was sent directly to an independent design company of Heard Well's choice.

In response to the brief, a proposal has been sent by the independent design company as a means to clarify what it is the client wants. In this response, I have attached a mood board to express my initial ideas, as well as a deadline, and a salary proposal.

Design concepts are attached to make sure the client is okay with the product they wish to pay for.



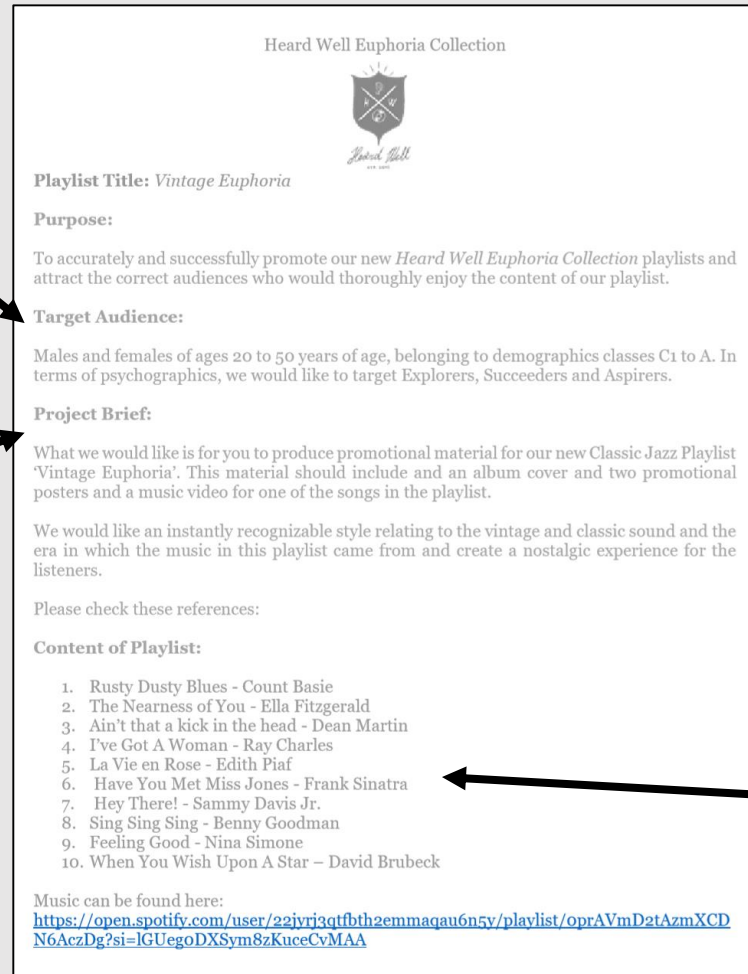
This makes it clear who the proposal is for.

A salary is proposed


Reading a commission brief

The target audience is provided to help inform the designers ideas and designs.

This is the main part of the brief. Its details what it is they are asking for, detailing the product specifically with a general expectation of how the Heard Well would like it done.



Heard Well Euphoria Collection



Playlist Title: *Vintage Euphoria*

Purpose:

To accurately and successfully promote our new *Heard Well Euphoria Collection* playlists and attract the correct audiences who would thoroughly enjoy the content of our playlist.

Target Audience:

Males and females of ages 20 to 50 years of age, belonging to demographics classes C1 to A. In terms of psychographics, we would like to target Explorers, Succeeders and Aspirers.

Project Brief:

What we would like is for you to produce promotional material for our new Classic Jazz Playlist 'Vintage Euphoria'. This material should include an album cover and two promotional posters and a music video for one of the songs in the playlist.

We would like an instantly recognizable style relating to the vintage and classic sound and the era in which the music in this playlist came from and create a nostalgic experience for the listeners.

Please check these references:

Content of Playlist:

1. Rusty Dusty Blues - Count Basie
2. The Nearness of You - Ella Fitzgerald
3. Ain't that a kick in the head - Dean Martin
4. I've Got A Woman - Ray Charles
5. La Vie en Rose - Edith Piaf
6. Have You Met Miss Jones - Frank Sinatra
7. Hey There! - Sammy Davis Jr.
8. Sing Sing Sing - Benny Goodman
9. Feeling Good - Nina Simone
10. When You Wish Upon A Star - David Brubeck

Music can be found here:
<https://open.spotify.com/user/22jvrj3qtfbth2emmaqau6n5v/playlist/oprAVmD2tAzmxCDN6AczDg?si=IGUegoDXSym8zKuceCvMAA>

This commission brief outlines what it is the client is looking for without limiting the artists creative freedom. The details are basic, only revealing the feel and style of what they want, and what sort of response they are looking to evoke rather than an actual design idea or template. They have provided a target audience to give the artist an idea of who it is the art is for, to better inform his product, and to ensure a more appropriate design. They expect the artwork to contain an element of the artists personality.

By giving the contents of the playlist, the designer can have a better idea of what the material he is designing is for. In other cases, this will be replaced with examples and other references to give the designer a better idea of what the client wants.

Negotiating the formal commission brief

Formal briefs are documents and the flexibility of the project can be different depending on the brief and its level of detail. Commissions are generally quite **flexible** and will always be followed by a **proposal** which often will include **salary and budget negotiations** as well as ideas and concepts within the **artists discretion**. Of course, it is unsure whether the client will accept the idea, but that is usually why both parties will engage in a **negotiated brief** to discuss **amendments and finalize ideas**. Commission briefs are recorded, and are a stepping stone in the commission process and most often are **legally binding**. Also, legally, anything produced by the independent design company for the client is the clients and can't be used by it's artist in any commercial manner.

Opportunities

I believe formal briefs are best for new relationships due to its simplicity, forwardness and formality. They are good for establishing a new connection. Formal briefs through email allow for an **easy exchange of information and ideas**. By emailing a formal commission brief, it gives space for the artist to **brainstorm ideas and concepts** for a solid and impressive response. It also allows artists to **experiment** and further their ideas before bringing them to the clients attention. Commissions are a good way to **develop an artists portfolio**, and allow for the artist to develop a definitive **style** of their own by still meeting the clients standards and expectations. Commission briefs can turn to **negotiated briefs** and eventually official **contractual briefs** if necessary.

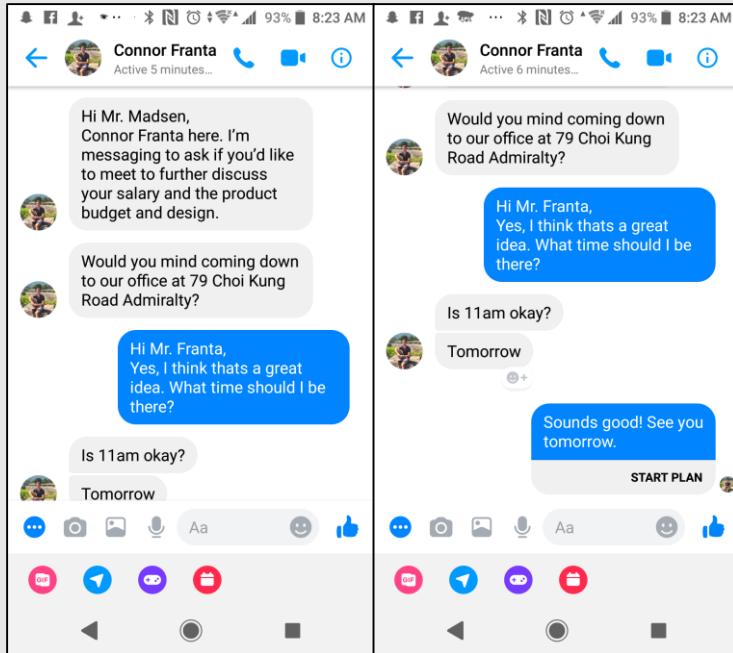
Negotiated Structure

A **negotiated** brief is developed over a long period of time and has **flexible parameters**. When negotiating, you must maintain an **open dialogue** and **record everything**. It is best to get things **signed off** by the client on a day to day basis to ensure that you are both on the same page. This is where both parties can work together to make amendments to proposed final products, and can lead to a final contractual brief. Throughout a project, the independent media company will be given a **deposit**, then usually **two running costs** and a **final payment**.

Informal Structure

An **informal** brief is **relaxed** and does not have to be recorded on paper. These briefs can be conducted through **group meetings**, **presentations** or even **casual one on one conversations** over the phone. It is always smart to **record** these telephone calls to ensure both parties pull through. Informal briefs won't have many constraints and will often be quite flexible. Both parties would usually have an existing relationship. It is best to produce a formal brief following an informal brief.

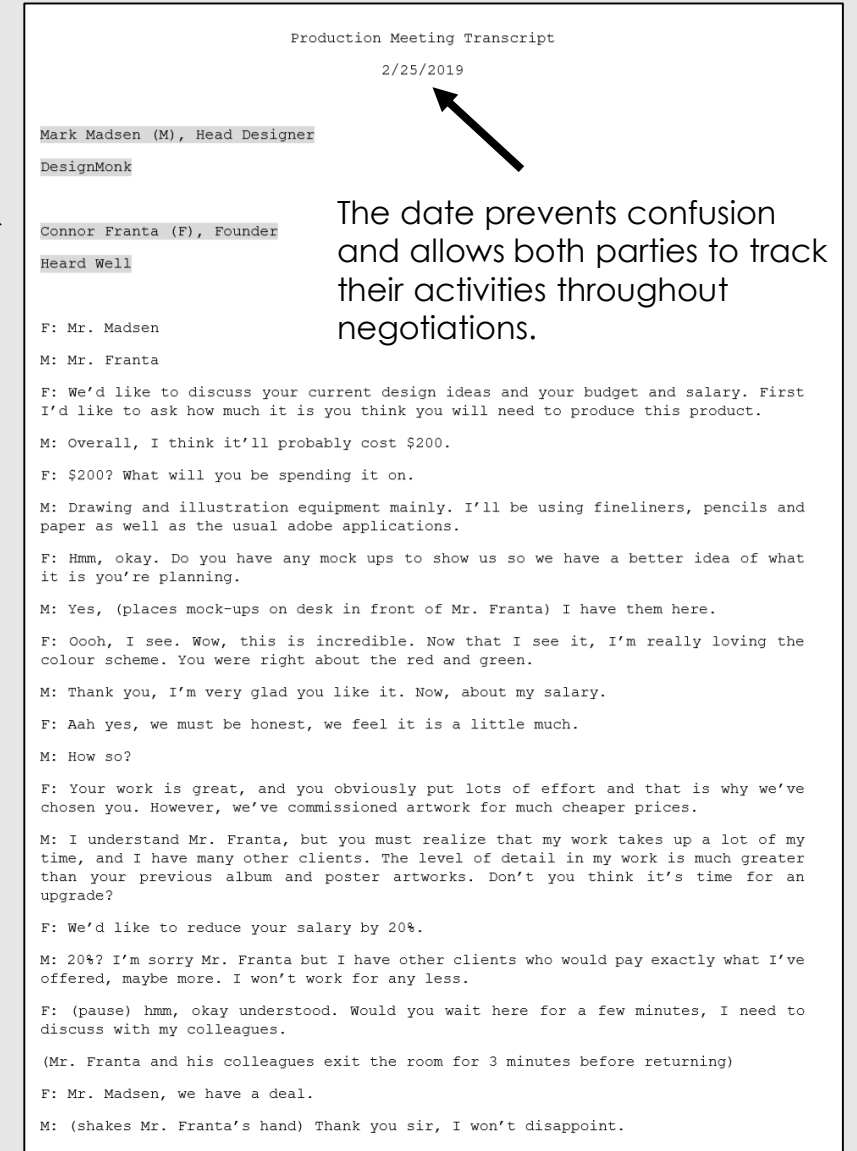
Reading a informal negotiated brief



The attendees of the meetings must be stated and named at the beginning to ensure there is no confusion.

Negotiations can be conducted over text and other more informal means of communication.

This document details the discussion between the client and the independent design company and has been recorded in transcript form.



The date prevents confusion and allows both parties to track their activities throughout negotiations.

This text thread details informal negotiations with the client and the artist. The parties are planning a meeting to discuss and decide upon or contractual brief.

Although an 'informal' structure, it is still best to maintain a formal lexis and to refrain from using slang or text abbreviations.

It is always smart to record meetings, telephone and face-to-face negotiations for legal purposes.

Negotiating the informal negotiated brief

Negotiated brief is the outcome of negotiation between a client and an independent design company. They are very **flexible** and all ideas and communications between the client and the artist must be **recorded** but does not have to be in an official document. These negotiations can include any **amendments** or new **proposals** regarding the project be it the **salary, budget, legal constraints and conditions** as well as **new ideas**. Although the discussion is **not legally binding**, by recording the discussion, certain elements of the meeting **can be used in court**. These negotiations will often lead to official **contractual briefs** which are definitely legally binding.

Opportunities

I believe negotiated briefs are best for companies with a history of working together and with a good established relationship. Negotiated briefs allow for **both parties to input their ideas** rapidly and **elaborate** on smaller details of the brief. The **informality** of it allows for a more **relaxed, comfortable environment** with **less constraints and regulation** and more freedom to express ideas and concepts. The negotiated brief also gives both parties the opportunity to **develop a new brief that adheres to both their standards and expectations**. Often, negotiated briefs will lead to a more official contractual brief to ensure both parties follow through.

Contractual Structure

A **Contractual** brief is a contract that explains **rules, legal specifications, salary, deadlines and other specifics concerning the project**. They must be **signed** at the end by both **client and producer**. Usually, contractual briefs must be signed off by **finance, legal, security and creative divisions of both parties**. These briefs have **no leeway** and the parameters are solid. There is no room for change or development and when breached can lead to **legal action**. If the client **changes** the contract, it has to be **resigned** by both parties. Often, a contractual brief will have a payment clause meaning that if the brief is breached the client must pay.

Reading a contractual brief

Contractual briefs and agreements will often consist of a high number of articles concerning the rules of the partnership.

Everything must be agreed upon by both parties and should only be finalized after extensive discussion.

It is best to have an attorney consult on contractual briefs. They will know how to write a secure brief, and also make sure that there are no loopholes or gaps.

DESIGNS & SERVICES

DESIGNMONK « 605 S. TALBOT ST., SUITE 1 « ST. MICHAELS, MD 21663 « FAX 2264-0943 « 9864-2777

DESIGNMONK – Mark Madsen: Head Designer

DESIGN CONTRACT | Latest revision:

Agreement written as of the _____ day of _____ in the year of Two Thousand and _____ between the Owner (or Client): (Insert name and address) and the Architect (or Designer): Benford Design Group, 605 S. Talbot St., Suite One St. Michaels, MD 21663

For the following Project: (Insert description of design to be created or work to be done.)

The Client and the Designer agree as set forth below:

The Designer's Services consist of the elements listed below or of other elements listed as part of Schedule B: Services & Practices.

ARTICLE I: PRELIMINARY DESIGN STAGE:

1) The Designer shall review the program furnished by the Client to ascertain the requirements of the Project and shall review the understanding of such requirements with the Client.

2) The Designer shall review, as applicable, with the Client alternative approaches to design and construction of the Project.

3) Based on the mutually agreed upon program and Project budget requirements, the Designer shall prepare for approval by the Client, Preliminary Design Documents including: A) Outboard Profile sketch; B) Accommodations sketch; and C) Other documents as determined by the Designer to be required to illustrate the scope of the Project.

4) At the request of the Client the Architect will submit copies of these documents to three (3) Builders of the Client's choice for a preliminary bid estimate and assist the Client in evaluating these estimates.

5) Compensation for the Preliminary Design Stage and any other services included as part of this fee under Article VI shall be paid as follows: A) A fixed fee upon the execution of this agreement in the amount of _____, or B) A retainer of _____ upon execution of this agreement, with charges per the Architect's hourly rates as shown in Schedule A: Fee Schedule for the balance owing for the work performed.

ARTICLE II: CONSTRUCTION DOCUMENTS DESIGN STAGE:

1) Based on the approved Preliminary Design Documents and any further adjustments in the scope of the

The date of sign off is recorded.

Make sure the project is specified.

These documents must be signed by both parties lower down the document.

Negotiating the contractual brief

Contractual briefs must be **discussed, consulted and agreed upon** by both parties before finalization. It is also smart to **consult a lawyer** or other experts in law to ensure the solidity of the brief in the rare case the **court** gets involved. Once the brief is finalized – after **negotiation** – both parties must **sign the document** as evidence that they have agreed upon the **rules, regulations, salary, budget and other conditions**. If the client or independent design company wishes to **amend elements** of the contractual brief after publication, they must consult each other and negotiate a **new brief**. If the new proposal is refused, then there is nothing the proposing party can do but continue following the original contract.

Opportunities

I believe contractual briefs are best to conduct after a **long and extensive development process**. Contractual briefs are a great way to ensure both parties **hold up their ends of the agreement** and produce **the right product** for the client. They are good for **new relationships** that still lack an element of trust, to **prevent any confusion and conflict**. The brief allows for both parties to be clear on what their objective is. The primary issue with contractual briefs is that it makes it harder to make amendments once signed on both ends and **limits** the artist ability to develop their idea further. The contract clauses can also be **used in court** if any conflict were to surface, and would cost both parties a great deal.