



Joint Industry Committee for Web Standards

**JICWEBS**

**DTSG**

**UK Good Practice Principles for the Trading of  
Digital Display and/or Audio Advertising**

Issued June 2019

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### Changes from version issued November 2018:

- Introduction of Logged Complaint Monitoring Procedure (section 1.3, No. 6 & note E)

This change is effective from 1<sup>st</sup> August 2019

# 1. UK Good Practice Principles

## 1.1 Introduction

The UK<sup>1</sup> Good Practice Principles ('the Principles') have been drafted by a cross-industry group called the Digital Trading Standards Group (DTSG)<sup>2</sup> for review and adoption by [www.jicwebs.org](http://www.jicwebs.org). The intention of the Principles is to significantly reduce the risk of the misplacement of display and audio advertising on digital media properties, uphold brand safety and protect the integrity of digital advertising. The work of the DTSG also reflects a common goal: that digital display and audio advertising should not support inappropriate or illegal content or services.

The Principles cover commitments for all businesses involved in the buying, selling or facilitating of display advertising (see definitions in Appendix 1). These Principles, however, do not apply to Facilitators providing standalone ad serving services. The Principles aspire to evolve the objectives of the UK Internet Advertising Sales House (IASH) code in line with current and future technology and trading methods.

## 1.2 What is digital advertising trading?

Digital display and audio advertising – adverts that are displayed on or heard via digital media properties or other connected applications - commands a large share of media spend and helps to fund content, services and applications at little or no cost to consumers. Digital ad trading is the term given to the buying and selling of display or audio media. The way in which digital display or audio media is bought and sold has dramatically changed over the last 10 years and, as the market matures, so does the way in which this media is traded.

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<sup>1</sup>Business with the UK presence, targeting UK audience/users.

<sup>2</sup> The DTSG is made up of representatives of the following parts of the digital display trading ecosystem: advertisers, agencies, agency trading desks (ATDs), demand side platforms (DSPs), advertising networks, sales houses, advertising exchanges, supply side platforms (SSPs) and publishers. See Appendix 1.

### 1.3 The Principles

1. The Buyers and Sellers of digital display and/or audio advertising shall ensure that the transaction is one pursuant to either (a) a Primary Agreement or (b) the specific terms and policies within an agreed or signed contract. An example of a Primary Agreement can be found on the JICWEBS website. See *Note A*.
2. A Primary Agreement, or the specific terms and policies within an agreed or signed contract, should include the Buyers and Sellers' intention as to where the advertising:
  - a. Should (or should not) appear in the case of display advertising or
  - b. Should (or should not) be accessed in the case of audio advertising

See *Note A*.

The Buyers and Sellers should select from one or both of the following means to minimise ad misplacement:

- A. Independently-certified (to JICWEBS standards) Content Verification (CV) tool (criteria agreed between the Buyer and Seller pre-delivery); or
- B. Appropriate / Inappropriate Schedules (criteria agreed between the Buyer and Seller pre-delivery).

See *Notes B and C*.

3. Sellers should confirm the specific provisions applied to minimise the risk of ad misplacement, irrespective of whether inventory is sourced directly or indirectly. In the absence of specific provisions, then as a minimum, a statement of reasonable endeavours is required.
4. Sellers should be able to explain the process(es) that form the basis of specific provisions and/or the reasonable endeavours.
5. Both Buyers and Sellers should understand any contractual consequences should they fail to monitor this process and respond appropriately to ad misplacement via takedown. Signatories must have sufficiently defined takedown policies and processes to monitor and demonstrate adherence with those policies. See *Note D*.
6. **[Effective from 1/8/19] Logged Complaint Monitoring Procedure: Each signatory must design and implement processes for handling and recording complaints formally logged with JICWEBS under its Logged Complaint Monitoring Procedure. See Note E.**

7. Each signatory must nominate a Responsible Officer for JICWEBS DTSG Brand Safety issues. See Note E.
8. Following a commitment to these Principles, each Signatory will have their ad misplacement minimisation policies independently verified by a JICWEBS-approved provider within six months and thereafter every year. Further details of this process are set out in the compliance and enforcement paper accompanying these Principles.

Notes:

- A. *Principles 1 and 2 can be incorporated into agreed or signed contract terms and policies as long as they cover the substantive points regarding the methods for minimising ‘ad misplacement’.* An example of a Primary Agreement can be found at <https://jicwebs.org/resources/>.
- B. *A Facilitator will abide by any such criteria selected by the Buyer and / or Seller in the user interface provided by that Facilitator.*
- C. *No suggested criteria or scheduling, nor any form of “inappropriate” destinations will be drawn up, maintained or approved by the DTSG or JICWEBS in relation to these Principles. The designation of such information is a matter solely for the Buyer to determine. Sources used may be referenced in a Primary Agreement or other industry information as required by the Buyers but with a clear disclaimer that such sources and information are not the responsibility of the DTSG or JICWEBS.*

**D. Takedown**

- i. *A Signatory must clearly state their takedown policy, which must be comprehensive enough to cover all customer contracts. The policy must include timeframes for takedown of misplaced ads, which may vary depending on the customer/contract. The takedown policy and any relevant procedures in place with each customer must be clearly defined and communicated (for example through contracts, SLAs, etc).*
- ii. *A Signatory must be able to demonstrate adherence to their takedown policy, including the internal processes that they have in place to ensure that ad misplacement is handled within the takedown timeframe stated in their policy, and in accordance with their contracts/SLAs (as appropriate).*
- iii. *Signatories must maintain evidence of log files or other equivalent records that capture the detail related to the identification of misplaced ads (whether through internal systems and processes or external notifications/requests*

*from customers) and the resolution of these misplaced ads (e.g. confirmation from the customer that takedown has been implemented).*

- iv. Signatories should perform and document periodic monitoring and review of their adherence and application to their take-down policies and SLAs/KPIs (where appropriate) to ensure consistency, and that internal processes are implemented and operating effectively.*

#### *Verification Provider*

- i. As part of the audit process, verification providers should ensure that the Signatory has a formal take-down policy, which:
  - a. Is comprehensive in its coverage and applicable to all buyer contracts*
  - b. Is clearly communicated and agreed with Customer, either in the formal contract, SLA, or other means**
- ii. Verification providers should request evidence that the Signatory has implemented processes and procedures to consistently meet the defined takedown timeframes*
- iii. Verification providers should request evidence of monitoring and verification of adherence to the takedown policy, and confirm that the Signatory has designed and implemented processes to monitor adherence to their defined take-down time-frames.*

### **E. [Effective from 1/8/19] Logged Complaint Monitoring Procedure**

#### **Outline**

*To ensure the JICWEBS Brand Safety (DTSG) scheme continues to promote trust and transparency this procedure enables:*

- A signatory to log with JICWEBS that they have raised a complaint with another signatory alleging work performed under contract with that signatory is not in accordance with their DTSG certification*
- JICWEBS to review the efficacy of adherence to the DTSG Principles by monitoring the level of complaints logged and resolved*

*A DTSG signatory (“The Complainant”) may formally log that a complaint has been made to another DTSG Signatory (“The Respondent”) that has performed work under contract, but which The Complainant alleges is not in accordance with either an item or items;*

- i. Mentioned on the JICWEBS DTSG certificate of The Respondent;  
and/or
- ii. In the Brand Safety (DTSG) principles

*This process does not replace normal communications between signatories and there is no obligation to use it. However should a signatory consider that an issue that they are raising with another signatory (for example relating to ad misplacement or take down) warrants logging with JICWEBS, they may use this process to do so.*

*In order to log a complaint with JICWEBS The Complainant must pay a £250 fee to JICWEBS. This is to help cover the administrative costs of the scheme and minimise the risk of frivolous complaints being logged.*

*JICWEBS will monitor and report on the quantity of complaints logged and resolved to the JICWEBS Standards Board and JICWEBS Brand Safety (DTSG) Commercial Group. JICWEBS will not name or publish details of any of the parties involved as part of this monitoring process and parties to the complaint must also keep confidential the fact that a complaint has been logged with JICWEBS.*

*For the avoidance of doubt, JICWEBS will not be involved in any adjudication or facilitation of complaints.*

### **Logged Complaint Procedure**

*The Logged Complaint Procedure is as follows:*

- 1) Upon receipt of a completed Logged Complaint Form (available from the [JICWEBS website](#)), JICWEBS will:
  - a. Log the complaint
  - b. Confirm receipt by sending a copy of the Logged Complaint Form to the Responsible Officer of both signatories.
- 2) The Respondent will confirm receipt of the complaint to JICWEBS within a 10 working day window, and will confirm that work will start on looking into such complaint within these 10 working days.
- 3) JICWEBS will receive and record notifications from signatories of resolved complaints and confirm the same to both parties to the complaint.
- 4) JICWEBS will monitor and report on the quantity of complaints logged (and whether they are resolved or not) to the JICWEBS Standards Board and JICWEBS Brand Safety (DTSG) Commercial Group.

## **Roles and responsibilities**

### **JICWEBS**

*JICWEBS will be responsible for notifying the relevant signatories' Responsible Officers when a complaint is logged or resolved, and monitoring the quantity of logged complaints between signatories (including whether resolved or unresolved).*

### **Complainants**

- 1) *If a signatory wishes to formally log with JICWEBS that a complaint that has been raised with another signatory, they should complete the Standard JICWEBS/DTSG Logged Complaint Form and:
  - a. *Include this with the complaint when sent to The Respondent; and*
  - b. *Send a copy of the Logged Complaint Form to JICWEBS**
- 2) *Pay the Logged Complaint fee of £250 to JICWEBS (Note: This is to help cover the administrative costs of the scheme and minimise the risk of frivolous complaints being logged).*

### **Signatories**

*Each signatory must:*

- 1) *Design and implement processes for handling Logged Complaints to ensure that, in the event of receiving a Logged Complaint via JICWEBS, the response to the complaint can begin in a timely manner*
- 2) *Formally track and monitor Logged Complaints and their resolution (including the details of the complaint and response timeframes), retaining evidence to demonstrate this*
- 3) *If they are a party to a Logged Complaint, notify JICWEBS when a complaint is resolved. [Note: JICWEBS will liaise with both parties to confirm agreement that the complaint is resolved].*

### **Verification Providers**

*The Verification Provider shall, as part of the DSTG verification process, request evidence that a signatory:*

- 1) *Has a formal process in place for handling complaints made under this procedure*
- 2) *Formally documents such complaints*
- 3) *Has an effective process in place to track and monitor such complaints to ensure that the response for complaints submitted through this process begin in a timely manner and that JICWEBS are notified upon resolution.*

## ***F. Responsible Officer***

*The Responsible Officer is expected to do the following:*

- i. Be the primary point of contact for JICWEBS within that business regarding all aspects of the company's JICWEBS DTSG requirements, including;*
  - a. Receipt of notice concerning any changes to the DTSG GPP's or practices*
  - b. Completion of any required training modules*
  - c. Educating internal teams on the requirements of the DTSG GPP's or practices, and notifying those teams of any changes*
  
- ii. Have oversight of ensuring that the Signatory business is aware of*
  - a. What is required of it in order to comply with the DTSG processes and GPP's*
  - b. What the benefits of compliance are for the business and for the industry*
  
- iii. Ensure that relevant personnel within the business understand what they need to do in order to comply with audit requirements to maintain their status as a business with verified DTSG status*

*The Responsible Officer should have adequate technical training and knowledge of the subject matter of a Brand Safety DTSG audit, and what 'best practice' looks like against the assessed criteria.*

## **2. Compliance and Enforcement**

Following a commitment to the Principles, each Signatory will have their ad misplacement minimisation policies independently verified by a JICWEBS\*-approved provider (“Verification Provider”) within six months and thereafter every year.

This paper, accompanying the Principles, sets out how this process will work and the requirements for (i) selecting a Verification Provider and (ii) the review of a Signatory’s policies by a Verification Provider. The DTSG may evolve the detail and depth required from independent verification, as the Principles themselves evolve, and according to the DTSG Terms of Reference.

### **2.1 Selection of Verification Provider**

A Signatory must choose and use a Verification Provider\*\* that is a registered auditor and member of either The Institute of Chartered Accountants in England and Wales (ICAEW), The Institute of Chartered Accountants of Scotland (ICAS), The Institute of Chartered Accountants in Ireland (ICAI) or The Association of Chartered Certified Accountants (ACCA). In exceptional circumstances a Signatory may apply to JICWEBS to use a provider who is not a member of one of the above bodies, setting out the exceptional circumstances for consideration.

These exceptional circumstances will be in addition to the following criteria:

- A. Be independent of and / or not owned by any Signatory, DTSG business or relevant individual Trade Association; and
- B. Maintain business operations in the UK.

JICWEBS will consider the application of Verification Providers in a timely manner and will not unreasonably withhold its approval thereof. All providers will be subject to annual review by JICWEBS and will submit compliance certificates and copies of relevant supporting material to JICWEBS, which will act as a central depository for this process.

JICWEBS will publicly disclose all its certification requirements and its review decisions regarding Verification Providers submitted for approval.

### **2.2 Independent Policy Verification Process**

The Verification Provider will check the Signatory’s compliance with the Principles. The Signatory must provide the Verification Provider with relevant information regarding the ad misplacement policies in force, and supplement such information by email or telephone correspondence as required.

Relevant written information may include:

- A. Contract terms and policies relating to the transactions of ads;
- B. A statement of reasonable endeavours applied to minimise the risk of ad misplacement,
- C. Internal policies, procedures and controls relating to the placement of ads, such as the:
  - i. details regarding the use of CV tools and appropriate / inappropriate schedules;
  - ii. names and training of personnel with enforcement responsibility; and
  - iii. enforcement process.

The Verification Provider must provide the Signatory, , with a written report of its findings and, if it determines that the Signatory's policies are compliant with the Principles, a Verification Submission form should be sent to JICWEBS to consider if a certificate and seal will be issued.

Please note: Independent Verification is limited solely to whether the Signatory has implemented policies for minimising ad misplacement in compliance with the Principles. It does not extend to testing the effectiveness of any processes, procedures or controls for ad misplacement. The compliance certificate issued by the Verification Provider only covers the Signatory's policies for minimising ad misplacement.

\* JICWEBS is the UK's Joint Industry Committee for Web Standards and is made up of the following trade bodies: Association of Online Publishers (AOP), Internet Advertising Bureau (IAB), Newspaper Society, Newspapers Publishers Association, ISBA – the voice of advertisers and the Institute of Practitioners in Advertising (IPA).

\*\* This will include ABC.

## 2.3 Reporting

### 2.3.1 Verification submission

A standard verification form, available from JICWEBS, should be completed and jointly submitted by the Signatory and Verification Provider to JICWEBS.

Against each principle this form should include a description of how the signatory has complied with the principle during the period of review. This should include sufficient information, from documented policies and processes, so that the reader can have a clear understanding of the policy and processes. As a minimum this must be in the form of a summary and/or extracts from relevant documents. In addition links to the relevant documents/sections can be incorporated into the submission.

Information not relevant to the DTSG GPP scheme should not be included in the submission. *For example anti-fraud processes are outside the scope of the scheme.*

The information on the verification submission will be replicated on the certificate.

### 2.3.2 Certificates and Seals

Certificates and seals will be issued by JICWEBS and published on [www.jicwebs.org](http://www.jicwebs.org)

The seal is comprised of;

- a. JICWEBS DTSG Brand Safety logo
- b. Logo of verification provider (optional)
- c. Month and year that seal is valid to.

The certificate is comprised of;

- a. The seal
- b. Signatory's name and address,
- c. Signatory's logo (optional)
- d. Business/Brand verified
- e. Service provided
- f. Month of verification
- g. Compliance findings against the GPPs (as reported on the verification submission)
- h. Verification Provider's name and address
- i. Statement of the Verification Provider

## 2.4 Timing

### 2.4.1 First seal

A signatory should have their first seal issued within six months of being registered. *For example, registration accepted in May 2019 - the first seal should be issued by JICWEBS by end of November 2019.*

#### 2.4.2 Subsequent seals

The subsequent seal must be issued before the end of the 'valid to' month and year on the current seal.

If a subsequent submission is made early then the new seal can be valid to 12 months from the current seal date, provided that the month of verification is within the timeframe set out in 2.4.4. *For example - current seal valid to July 2020, verification work is done in March 2020, submission is made in April 2020 – then new seal would be valid to July 2021.*

#### 2.4.3 Verification submission

A joint submission by the Signatory and Verification Provider must be made to JICWEBS in consideration of a seal being issued. This should be at least two weeks before the end of the month in which the seal is to be issued.

If it is likely that the submission will not be made in time then the signatory should formally request JICWEBS to consider a later submission date. The signatory should explain the reason for the delay and suggest a revised submission date. JICWEBS will then inform the signatory of its decision.

#### 2.4.4 Verification work

The month in which the verification work is completed should be no earlier than four months before the month in which the seal is issued. *For example - the verification work is completed in March 2020 then the seal must be issued no later than July 2020.*

#### 2.4.5 Signatory listing

JICWEBS will maintain a list of signatories to the JICWEB DTSG GPPs. To be listed, a company must be currently registered with JICWEBS. In addition companies must have a current seal or be within the 6 month period before their first seal is to be issued.

Companies who have been granted a delayed submission date will be de-listed once the required seal issue date has passed. They will be re-listed once a current seal is issued by JICWEBS. The new seal will be valid for 12 months from the original seal issue date (not from the delayed submission date).

## Appendix 1: Definitions

*Display advertising:* Display advertising is the display of visual files including images, Flash and video (“Display Ads”) provided by Buyers to Sellers on a digital media property (or other connected application) when an internet user visits the digital media property. Display Ads come in varying formats.

*Audio advertising:* Audio advertising is the streaming or playback of an audio file or stream (“Audio Ads”) provided by Buyers to Sellers which plays when a digital user initiates the audio either by visiting a digital media property (such as a website or mobile application) or through some other mechanism which triggers the ad to play (such as a podcast, on-demand service or streaming audio player). Audio Ads come in varying formats.

*Seller:* A Seller is a business that **sells** or is responsible for the placing of display or audio advertising on digital media properties (or other connected application) (e.g. advertising network).

*Facilitator:* A Facilitator is a business that provides a technology platform with the primary purpose of brokering, for compensation, the **placement** of display or audio advertisements between Buyers and Sellers (e.g. advertising exchange). Facilitators provide the tools and controls to enable Buyers and Sellers to help protect brand safety in line with DTSG requirements.

*Buyer:* A Buyer is a business that **buys** display or audio advertising from a Seller (advertiser or agency).

*Primary Agreement:* A Primary Agreement is a set of terms agreed between the Buyer and Seller.

*Content Verification (CV) Tool:* A CV tool is a technology product or service that may block or report the serving of a display advertisement or the streaming or playback of an audio advertisement onto destinations that have been defined as inappropriate to the advertising campaign by the Buyer.

*Inappropriate / Appropriate Schedules:* These Schedules may include/exclude sites, URLs or applications that are deemed either appropriate or inappropriate by Buyers and Sellers. Buyers’ and Sellers’ agreement to the criteria for these Schedules, whether communicated through the user interface or some other channel, should be pursuant to a Primary Agreement or terms and/or policies.

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