



## **DTSG UK Good Practice Principles – Guidance Notes**

### **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>. 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/or 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 digital display and/or audio advertising. 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.

The aim of this document is to provide plain-language guidance to the Brand Safety (DTSG) Good Practice Principles (GPPs). As such, this document will necessarily re-state and simplify much of the wording from the GPPs, and will additionally endeavor to provide a degree of reason behind each of these.

### **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 at [www.jicwebs.org](http://www.jicwebs.org).

This ensures that the onus is on both the Buyer and the Seller to ensure that any rules, provisions or stipulations regarding brand safety or ad misplacement which the Buyer requires on any specific given buy are set out, documented and agreed in advance of a booking being made.

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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.



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; and/or
- b. Should (or should not) be accessed in the case of audio advertising

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)

A Primary Agreement or agreed/signed contract should detail what the Buyer / Seller have agreed regarding where advertising should or should not appear for display advertising, or should (or should not) be accessed in the case of audio advertising, and which of the following means will be used to minimise ad misplacement (or if it will be both);

CV tool (Independently-certified to JICWEBS standards) and / or Appropriate / Inappropriate schedules. Such schedules may include/exclude sites, URLs, or applications that are deemed either appropriate or inappropriate by Buyers and Sellers. JICWEBS does not suggest criteria or scheduling, or any form of appropriate or inappropriate destinations. This is solely for the discretion of the buyer and subject to agreement between a Buyer and Seller. Any rules, provisions or stipulations required by a specific Buyer are for that Buyer to decide, and for any given Seller to accept, reject, or negotiate based on the respective position of both parties.

It has been the aim of the Industry to ensure that JICWEBS provides the industry with a fair framework, as described by consensus across The Industry, rather than proscribing what is or is not acceptable per se. A Buyer might, for instance, request that a buy might be subject to an Inappropriate Schedule such as a blacklist (a list of sites or URL's on which ads must not be placed) drawn up by that Buyer and agreed in advance with the Seller, or an industry-recognised blacklist such as The [Infringing Website List \(IWL\)](#) controlled by the Police Intellectual Property Crime Unit (PIPCU).

Any Facilitator, (i.e. a business which provides a technology platform with the primary purpose of brokering the placement of display and/or audio ads between Buyers and Sellers (e.g. an ad exchange)), will abide by any such criteria selected by the Buyer and / or Seller in the user interface provided by that Facilitator.



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.

Sellers should – as far as possible – confirm what specifically they do in order to minimize the risk of ad misplacement; particularly so that the buyer understands whether or not inventory is sourced directly or indirectly. For example and illustration, if;

- (a) An Agency or Advertiser buys advertising space on a Publisher/Content Creators site, or on a Platform, directly, then the Publisher/Content Creator or Platform has the responsibility to confirm to the buyer whether specific provisions are applied to minimise the risk of ad misplacement. In the case where specific provisions do not exist, the Publisher/Content Creator or Platform will set out, as a minimum, their reasonable endeavors. In the event of ad misplacement any concerns or complaints should be raised with the Publisher/Content Creator or Platform; or
- (b) An Agency or Advertiser buys advertising space on a Publisher/Content Creators site indirectly through a Reseller or Technology company, the Reseller or Technology company will confirm to the buyer what measures are taken to minimise the risk of ad misplacement, i.e. specific provisions or, as a minimum, a statement of reasonable endeavors. In the event of ad misplacement any concerns or complaints should be raised with the Reseller or Technology company with whom the Agency or Advertiser originally transacted, rather than the Publisher/Content Creator. The Publisher/Content Creator is expected to use best endeavors to ensure that they are able to help resolve any such issue

4. Sellers should be able to explain the process(es) that form the basis of specific provisions and/or the reasonable endeavours.

In order for a Seller to achieve certification they should be able to explain what they do to minimize the risk of ad misplacement.

As an example, a Seller would document the specific processes, people and technology used in order to minimise the risk of ad misplacement, such as;

- (a) processes involving specific members of staff who vet content and flag specific pages or areas of a site as being inappropriate either for all or some advertisers;
- (b) the use of technology such as semantic targeting technology to create topic exclusions for advertisers who may not wish to be placed against certain types of content; or
- (c) procedures that enable the exclusion of content on websites sourced through exchange-trading based on pre-bid segments to block specific categories such as Adult content, Offensive Language, Illegal Downloads etc.



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

The onus is on both parties to ensure that they understand the contractual ramifications and remedies agreed to, and that any 'ad misplacement' – however it has been defined/agreed to by both parties – will be rectified by 'takedown' in the event that any such misplacement occurs.

A Signatory must clearly state their takedown policy, which must be comprehensive enough to cover all customer contracts. This policy must include timeframes for takedown of ads, in the event that such takedown is requested, and this must be clearly defined and communicated with each customer (whether through contracts, Service Level Agreements, or other means.

Signatories must be able to demonstrate to their chosen Verification Provider that they are adhering to their takedown policy, and maintain records which capture the details relating to the identification of misplaced ads and resolution (e.g. via takedown); these records can be in the form of log files, or other equivalent method, just as long as it is verifiable – there is no specific prescription on how this is done, as long as the Verification Provider (Auditor) can verify that it is happening for audit purposes.

Signatories should also perform and document periodic monitoring and review of adherence to and application of their takedown policies to ensure the consistency and effective operation of such processes. It is therefore up to the Signatory to ensure that their policies are resulting in consistent and effective takedown, and to make amendments to such policies should this not prove to be the case.

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

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

- (a) 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
- (b) JICWEBS to review the efficacy of adherence to the DTSG Principles by monitoring the level of complaints logged and resolved

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 use the template form (available on the [JICWEBS website](#)) and 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.

**7. Each Signatory must nominate a Responsible Officer for JICWEBS DTSG.**

All Signatories must have a Responsible Officer, and it is the responsibility of the Signatory business to ensure that there is always one employee in that position (i.e. if that person leaves the company, the Signatory business must notify JICWEBS of the replacement, so that there is continuous cover).

The Responsible Officer is expected to at least 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 DTSG audit, and what 'best practice' looks like against the assessed criteria.

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.

JICWEBS insists that any signatory agrees to have their process verified, independently, by an approved provider, within six months of sign-up, and every year thereafter, in order to receive a Seal, stating that they are trading in accordance with these Good Practice Principles.



## **Other brand safety measures**

Are there any other brand safety measures which you undertake which you might want to inform the market about, for which documentation can be provided, and which can be independently verified or audited?

This is where you can provide information about other measures in place that in themselves might reduce the risk of ad misplacement and improve brand safety.

Possible examples include: membership of a body that means site/platform content is subject to independent regulation, or staff attending industry brand safety education/training programmes. Industry-recognised accreditations pertaining to brand safety (for example MRC) may be declared, providing this includes what the accreditation is for and date(s).

Note: Only measures related to brand safety should be included in this section. Therefore, for example, measures for anti-fraud (e.g. application of ads.txt), or membership of trade bodies without qualification by a relevant brand safety measure (e.g. training or accreditation) should not be reported.