

Policy Guidelines for Empanelment of Social Media Platforms with Bureau of Outreach and Communication

**Ministry of Information and Broadcasting
Government of India
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1. Background

- 1.1. The Ministry of Information and Broadcasting (MIB) is responsible for disseminating information on government policies, schemes and programmes through multiple media of mass communication including radio, television, press, social media, internet websites, printed publicity, outdoor publicity and traditional modes of communication such as dance, drama, folk recitals, etc.
- 1.2. The MIB is also the focal point for policy matters related to the broadcasting sector, as well as for administering the public service broadcasting (PrasarBharati), multi-media advertising and publicity of government policies and programmes, film promotion and certification and regulation of print media. It is also the administrative line ministry for Indian Information Services officers who work with other Ministries/Departments to coordinate Information and Communication activities.
- 1.3. The MIB, therefore, has a mission and vision to create an enabling environment for the facilitation and dissemination of knowledge, entertainment and information. It does this by effective outreach of flagship schemes of government, strengthening public service broadcasting (TV and radio), facilitating development of the broadcasting sector and promoting value-based cinema for healthy entertainment.
- 1.4. Bureau of Outreach and Communication (BOC) was set up on 8th December, 2017 by integration of erstwhile Directorate of Advertising and Visual Publicity (DAVP), Directorate of Field Publicity (DFP) and Song & Drama Division (S&DD). The Bureau aims at providing a 360 degrees communication solutions to the Ministries/Departments/ Public Sector Undertakings (PSUs)/autonomous bodies. It acts as an advisory body to Government on media strategy. With 23 Regional Outreach Bureaus (ROBs) and 148 Field Outreach Bureaus (FOBs), BOC is engaged in educating people, both rural and urban, about the Government's policies and programmes to evoke their participation in developmental activities.
- 1.5. BOC is the nodal organization for paid outreach campaigns through Print Media, Electronic Media, Outdoor Media, Internet Websites, etc, on behalf of client Ministries/Departments and organizations of Government of India in pursuance of para VI (23) of Allocation of Business Rules, 1961 on "Production and release of advertisements on behalf of the Government of India."

2. Need for the Policy Guidelines

- 2.1. A major share of the Indian population is presently active on various social media platforms and these numbers are increasing every day. People consume news, information and entertainment on social media platforms. Social Media Platforms provide avenue for user engagement which sets them apart from the internet websites. The increasing ease of access of social media through hand-held devices and ubiquity of internet has further enhanced the reach of social media platforms.
- 2.2. With the increasing number of people (especially youth) spending time on social media platforms, these platforms may provide avenue for communication and outreach. The social media platforms not only cater to an increasing number of people but also facilitate targeted approach which helps in reaching out to desired set of people in an efficient and cost effective manner.
- 2.3. A number of Ministries and Departments of Government of India have substantial presence as well as organic reach across various social media platforms which they utilize to connect to the members of the public. However the organic reach is limited to only such people who have connected with the social media handle of the concerned Ministry/Department. At times, the need is felt to reach or connect to people who are not connected/linked with social media handle of the concerned Ministry/Department.
- 2.4. It is important for the Ministry to determine modalities for engaging social media platforms for assured reach. Hence there is a definite need for policy guidelines for engagement of social media platforms so that assured reach may be attained on payment basis to increase visibility of socially relevant messages.

3. Objectives of the Policy Guidelines

- 3.1. To improve the social media outreach of various Ministries and Departments of Government of India.
- 3.2. To put in place a policy framework which enables Ministries and BOC to engage with Social Media Platforms on the basis of various criterions, terms& conditions and processes stipulated in these guidelines.

4. Definitions

- 4.1. **Social Media platform:**A Social Media Platform is defined as web-based and mobile-based Internet Application that allows the creation, access and exchange of user-generated content. The content on the Social Media platform may be in the form of text, audio-visual, graphics, animation or any other form prescribed by BOC from time to time.
- 4.2. **Unique users:**Unique users refer to the number of distinct individuals visiting a given social media platform over a specified period of time. If a particular user visits the given social media platform, a number of times over a specified period of time, the number of unique user will be counted as one.

5. Eligibility criteria

The social media platform –

- a) must fall under definition of para 4 above.
- b) must be under continuous operation under the same domain name/access address for minimum of six (6) months.
- c) must have maintained a minimum of 25 million unique users (UU) (from within India) per month (based on the data of three (3) months immediately preceding the date of application). BOC will make use of data provided by comScore or Google Analytics or any other credible agency having industry-wide acceptance to verify the UU count.
- d) must possess an online panel with demonstrated credibility through which the space/inventory for advertisement is booked. The access of such online panel should be provided to BOC along with requisite training, if any. All other advertisers/advertising agencies must have access to the same panel as the one provided to BOC.

6. Process of Engagement

- 6.1 The Social Media Platforms shall apply in the prescribed format to the BOC which, in turn, will process the applications based on the eligibility criteria and the job requirement.
- 6.2 The Social Media platform will have to enter into an agreement/contract with BOC. The broad terms of agreement are at Annexure A.
- 6.3 Without such agreement/contract on the part of Social Media platforms, BOC shall not consider them for government outreach campaigns

7. Rate and Pricing

- 7.1 Social Media platforms operate on the basis of dynamic pricing/auction. BOC will participate in the bidding process for buying inventory/space for government messages.
- 7.2 The indicative (but not exhaustive) list of models through which space/inventory is booked for Social Media campaigns is at Annexure B.
- 7.3 The indicative (but not exhaustive) list of the type of messages that can be communicated on these platforms is at Annexure C.

8. Media planning and execution of campaign

Based on the request of the client Ministries/Departments, the following actions will be taken by BOC and the client Ministry/Department to run the outreach activity through Social Media:

- 8.1 BOC will determine which Social Media platform(s) is/are relevant in light of planned outreach activity of the client Ministry/Department based on target audience, theme and content of proposed activity, budget and duration of the campaign.
- 8.2 In doing so, preference may be given to the Social Media Platforms which are based in India without affecting the desired outcome from the campaign activities.
- 8.3 BOC will prepare a media plan within the indicated budget wherein the suggested platforms and the expected deliverables would be indicated to the Ministries/ Departments along with the tentative cost. However, since the models are based on dynamic pricing/auction/bidding, the actual delivery (as against expected deliverables) and the actual buying rates (as against indicated in the plan) would be found out on the final completion of the campaign. The difference between the media plan conveyed to the client and the media plan actually executed will be communicated to the client Ministry/Department post execution with details. These terms shall be communicated by BOC to the client Ministry/Department before execution and their acceptance would be obtained before executing the media plan.
- 8.4 The client Ministry/Department shall indicate Social Media page/handle which will be designated for the campaign activity. The Ministry/Department will also be required to share the credentials (such as password) of the page/handle. Thereafter, the BOC and client Ministry/Department will nominate personnel to execute and monitor the campaign. Proper care

shall be taken by BOC to safeguard the credentials. The content uploading and other related activities will be made from this designated account only.

- 8.5 BOC will schedule the activity in such a manner that more deliverables may be generated at a lesser cost wherever timelines for undertaking the activity permits such scheduling.
- 8.6 The Ministries/Departments would have to convey approval for outreach activity to BOC at least five (5) days in advance for the campaign to get started.
- 8.7 The Ministries/Departments would place 100% funds in advance with BOC for campaign to be run. This is non-negotiable as default in payment by one ministry/department may adversely impact Social Media campaigns of other Ministries/Departments of the Government. If the actual expenditure exceeds the planned expenditure, the balance shall be paid by the client ministry/department to the BOC.

9. Duties and Obligations of Social Media Platforms

- 9.1 Social Media Platforms seeking engagement with BOC for Government advertisements should not have been be suspended/blacklisted or be under the period of suspension by the Ministry of Electronics and Information Technology (MeITY) or any other ministry/department or agency/autonomous bodies/PSUs of Government of India or any state governments/ UTs. If a Social Media Platform already engaged with BOC gets suspended/blacklisted, then it will be suspended by BOC till its suspension/blacklisting is revoked.
- 9.2 The Social Media platform shall inform BOC in case any change takes place in their domain address/access address, official address, bank account details, ownership, etc, within seven (7) days from any such change. In case such information is withheld, BOC may take necessary punitive actions as deemed fit in the circumstances.
- 9.3 Authorized personnel shall be designated by the Social Media platform for any communication with BOC. In case there is a change in the authorized representative or his/her email ID or phone number or other such details, the same shall be communicated to BOC immediately.
- 9.4 Real time dashboard which shows the actual quantified outcome of the campaign, in the format prescribed/approved by BOC, at any given point of time as well as the dated reports must be provided. The consolidated execution report should also be provided in the format prescribed/approved by BOC once the campaign is over.

10. Monitoring of campaign and processing of bills

- 10.1 The execution reports should be generated through online dashboards mentioned in para 9.4 above. The online dashboard must have the provision of the real time execution reports as well as dated reports. The bills for the campaign run through Social Media platforms would be processed on the basis of the report of the campaign available on dashboard. The payment will be processed only for the completed activity once all the reports for that activity are made available.
- 10.2 The Social Media campaigns are run on the basis of different parameters (or the expected number of deliverables for a campaign). The prominent parameters are as follows:
 - a. Number of Impressions
 - b. Number of clicks
 - c. Number of views
 - d. Number of followers added
 - e. Number of engagements
- 10.3 The execution report available on dashboard must essentially indicate the actual quantified outcome in terms of the parameter indicated at the time of auction on the basis of which bidding was done.

11. Payment in foreign currency

In case, the payment has to be necessarily made in terms of foreign currency, the processing of bills will be done by the client Ministry/ Department directly. BOC will only assist in preparation of media plans in such cases.

12. Revocation of Agreement/Contract

- 12.1 The agreement/contract of Social Media platform with BOC shall be revoked/suspended if the Social Media platform is found in contravention of para 9.1 above.
- 12.2 If during the period of agreement/contract, the Social Media platform fails to comply with the laws of the land, the agreement/contract shall stand revoked.
- 12.3 The Social Media platform will be under contractual obligation to furnish only genuine information to BOC. If any claims for payment are made on the basis of false/incorrect information, the agreement/contract is liable to be

revoked. This is without prejudice to any further punitive action as deemed fit by BOC on the matter.

13. Dispute Resolution:

In case of any dispute, the efforts would be made to resolve it amicably. However, if the dispute is not resolved amicably, all disputes will lie in the jurisdiction of Courts within Delhi only.

14. Validity: These policy guidelines will remain valid for a period of five years.

Policy Guidelines for Empanelment of Social Media Platforms with BOC

Terms of agreement for engagement with Bureau of Outreach and Communication (BOC):

AGREEMENT

This agreement is made onday of.....2020 by and between Bureau of Outreach and Communication (BOC), Govt of India, SochnaBhawan, Phase - V, CGO ComplexLodhi Road, New Delhi-110003, (herein after referred to as BOC) of the ONE PART through (name/designation of signing authority) And.....(nameand registered office address of of Social Media Platform), (herein after referred to as Vendor which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its representative/successors/executors, administrators and assignees), represented by..... on the OTHER PART.

AND whereas BOC is the nodal organization for paid outreach campaigns through Print Media, Electronic Media, Outdoor Media, Internet Websites, etc, on behalf of client Ministries/Departments and organizations of Government of India in pursuance of para VI (23) of Allocation of Business Rules, 1961 on “Production and release of advertisements on behalf of the Government of India.”

AND whereas to improve the social media outreach of various Ministries and Departments of Government of India, BOC has empanelled the Social Media Platforms on the basis of various criterions, terms and conditions and processes.

AND whereas, the Vendor has agreed to provide the service as required by BOC.

THE PARTIES HERETO agree to abide as under:

I. TERMS OF AGREEMENT:

1. The Vendor confirms that it is not suspended/ blacklisted or under the period of suspension by Ministry of Electronics and Information Technology (MeitY)or any other ministry/department or agency/autonomous bodies/PSUs of Government of India or any state governments/ UTs. The Vendor further agrees to inform BOC if they are blacklisted / suspended subsequently within 3 days of receiving the suspension order.

2. The Vendor confirms that it will comply with both the existing and future laws, rules and guidelines issued by the Government of India with regard to operation of social media platforms from time to time.

3. The Vendor certifies that with respect to products priced via auctions, all auction participants bidding for the product, at any given point of time, have equal access thereto and the price of each unit of the product shall be determined solely based on the bids placed for that unit.

4. The Vendor certifies that the online panel provided to the BOC is the sole mode of booking space/inventory and that no advertiser is given any preferential treatment in any whatsoever way over the other.

5. The Vendor, undertakes to make sure that their content is not anti-national / obscene / indecent / antisocial / violative of communal harmony and national integrity etc., or deemed objectionable in any form, or in violation of the extant Cyber Laws of India (Section 67 of the IT Act, 2000 of the Government of India and any other provisions made from time-to-time). Further, since the content on social media platforms is user-based, the Vendor undertakes to moderate/delete the content if it is found to be anti-national / obscene / indecent / antisocial / violative of communal harmony and national integrity etc., or in violation of the extant Cyber Laws of India (Section 69 of the IT Act, 2000 of the Government of India and any other provisions made from time-to-time).

II. PAYMENT TERMS

1. The Vendor agrees that it will make claim for the payment of the completed activity only. No claim will be made for the advance payment. A credit cycle of 60 days will be provided to the BOC to settle the payment.

2. It is agreed between the parties that Payments will be progressive based on activities already completed. The final payments shall be released only after completion of the campaign, on submission of the final statement of work having been executed as per the approved media plan.

3. The Vendor agrees to submit the bills/invoice for the activity in the form prescribed by the BOC.

4. The Vendor agrees to provide/submit the real time as well as dated execution report of the campaign activity along with the quantified outcome of the campaign in the format prescribed by the BOC.

5. The parties agree that the body of the bill should certify the following:-

a. The amount claimed in the bill is against the completed activity as per the campaign approved by BOC.

b. The amount claimed in the said bill has not been claimed in the past and there is no duplication of the claim.

III. Authorised Personnel

1. The Vendor agrees to designate authorized personnel for communicating with the BOC. In case there is a change in the authorized representative, his office address, his/her email id, phone number or other such details, the Vendor agrees that the same shall be communicated to the BOC immediately.
2. The Vendor agrees to inform the BOC in case any change takes place in their domain address/access address, official address, bank account details, ownership, etc, within 7(seven) days from any such change.
3. It is agreed between the parties that in case information as required under paras 1 & 2 above are withheld by the Vendor, the BOC may take necessary punitive actions as it deems fit.

IV. Force Majeure

1. Neither party will be liable in respect of failure to fulfil its obligations, if the said failure is entirely due to Act of God, Governmental restrictions or instructions, natural calamities or catastrophes, epidemics or disturbances in India.
2. Force Majeure shall not include:
 - a. Any event which is caused by the negligence or internal action of a party or by or of such party's agents or employees, nor
 - b. Any event which a diligent party could reasonably have been expected both to take into account at the time of being assigned the work, and avoid or overcome with utmost persistent effort in the carrying out of its obligations as per the agreement.
 - c. Insufficiency of funds or manpower or inability to make any payment required for execution of services in the contract.
3. A party affected by any event of Force Majeure shall immediately notify the other party of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

V. Dispute Resolution

In case of any dispute or differences between the parties hereto arising out of or in connection with the deed of whatsoever nature the same shall be referred to a Sole Arbitrator to be appointed by the BOC at the time of the dispute. The Arbitration shall be held at Delhi. The award as passed by the Sole Arbitrator will be binding on the parties and the same shall not be challenged on the ground of jurisdiction of the Arbitrator.

VI. JURISDICTION

The parties agree that the present agreement will be governed by and constructed according to the laws in force in India. The Parties further agree that only Courts at Delhi shall have jurisdiction regarding disputes arising out of the agreement.

VII. TERMINATION

The BOC shall at any time be entitled to determine and terminate the Agreement for any reason including unsatisfactory performance or violation of any terms of the Agreement. A notice in writing from BOC shall be issued giving 07 (seven) days' time for such termination. In case of such termination, BOC shall pay the Vendor charges upto the effective date of termination. However, any such termination shall not relieve the Vendor of any of the service provided by them prior to such termination.

Different models of buying inventory/space for social media campaigns:

- A. **Dynamic pricing with ceiling price:** In this model, BOC will be charged on the basis of actual number of clicks or views (i.e. view for a certain minimum duration) attained. Further there is a fixed ceiling price for buying inventory. If the cost determined by the dynamic pricing model is less than the ceiling price then BOC will be charged the dynamic price. If the cost determined by the dynamic pricing model is more than the ceiling price then the advertiser is charged the ceiling price. This model is used by Google for YouTube ads.
- B. **Auction model:** BOC will have to participate in online auction by indicating a certain bidding amount for buying inventory. The bidding amount is the highest amount at which BOC is willing to buy inventory. Further, BOC will also have to indicate the target audience, duration of campaign, per day budget, etc. The result of auction depends on a number of factors such as the bidding amount and the relevance of communication/message to the individual concerned (determined by the algorithm of the social media platform on the basis of viewing habits of the individual as well as response generated by the communication in other people with similar habit (if any)). If the resulting amount determined by the auction is less than the bidding amount then BOC will be charged the actual amount. However if the resulting amount goes over the bidding amount indicated by BOC, BOC will fail to buy the inventory. In case the message of communication is relevant to the individual then the cost of auction may remain low and can result in better placement. The booking in auction model can also be made on the basis of automatic bid. In such cases the algorithm of the social media platform automatically optimizes the bid of an advertiser to make sure that the campaign is made live and impressions served. This model is predominant for booking space on Facebook, Instagram and Twitter.
- C. **Reach and Frequency model:** Reach and frequency buying is a method for buying ads that will let BOC book campaigns in advance with predictable, optimised reach and controlled frequency. Once a campaign is reserved through reach and frequency buying, cost per mille or CPM (i.e., cost per 1000 impressions) is fixed, and BOC will only pay the price established for the campaign. In case ad set delivers more than 100% of booked impressions, BOC will not be charged more than the budget set. This model is adopted by Facebook and Instagram but the booking has to be done at least 6 months in advance.

Types of Social Media Advertisements

- 1) **Texts:** These ad types only have texts.
- 2) **Photo Ads :**Photo Ads display a photo. They can also have text or headline and link description, call-to-action button like send message or visit.
- 3) **Video Ads:** Video ad options range from short mobile video ads designed to be watched on desktop/mobile devices. They are useful in capturing quick attention.
- 4) **Carousel ads:** A carousel ad can have up to 10 images or video. All are in one ad.
- 5) **Unskippable video ads:** Short video appears as unskippable ads which cannot be avoided or skipped (except closing the window).
- 6) **Collection ads:** Collection ads feature a cover images or video plus several product shots. Clicking on the ad directs the user to an Instant Experience.