

SET OF TECHNICAL REQUIREMENTS COVERING THE HIRING OF A CMP SOFTWARE SERVICE BY THE INCORPORATED COMPANY CORPORACIÓ CATALANA DE MITJANS AUDIOVISUALS, SA (CATALAN BROADCASTING CORPORATION)

FILE NO. 2012OB01

1. DESCRIPTION OF THE CURRENT SITUATION

In 2018, stemming from the entry into force of the General Data Protection Regulation (GDPR), the Digital Media Department of the Catalan Broadcasting Corporation (CCMA) began to use a platform (a consent management platform, or CMP) to manage the consent of the visitors to its websites. Through the CMP, site visitors could consent to or oppose the use of their personal data by third parties.

In 2020, a CMP began to be used on the principal mobile applications of CCMA: the TV3, Catalunya Ràdio, iCat, 3/24 and Esport3 apps.

2. DESCRIPTION OF THE SERVICE

At CCMA, we need to hire a consent management platform which guarantees the collection and management of our users' consent to the use of their personal data in an understandable and transparent way.

This technological platform must enable us to collect user consent through all our online services, that is, on the websites of CCMA (including the AMP version) and our mobile applications; preferably, the platform will also provide a solution for Smart TV applications and the HbbTV service.

The consent management platform must enable the management of both local and third-party cookie consent. The CMP must be certified by the Interactive Advertising Bureau (IAB) and, therefore, abide by the IAB's Transparency and Consent Framework (TCF), in the most recent v2 and later versions.

3. SCOPE OF THE SERVICE

Incorporation of CMP software into:

- The CCMA website and all its subdomains (www.ccma.cat).
- The mobile applications available on the different operating systems
- The CMP will preferably include a solution for collecting consent in Smart TV applications, as well as through the HbbTV service.
- As of today, these services are available through the following manufacturers and operating systems:

Technologies	Based on...
Samsung Tizen	HTML5

LG webOS	HTML5
Android TV	HTML5
Apple TV	native
Fire TV	HTML5
Foxxum	HTML5
HbbTV service	ceHTML

4. COMPULSORY REQUIREMENTS THE CMP MUST FULFILL:

- a) The CMP must enable us to collect user consent through all our online services, in other words, through the CCMA websites (including the AMP version) and mobile applications. The CMP will preferably also make it possible to collect consent from the Smart TV applications and HbbTV service.
- b) The module must be implementable on both native and hybrid apps, and the consent itself must allow us to pass from the native part to the webview part. In this way, consent will only have to be given once for the entire app.
- c) The frequency with which the CMP is shown to users must be customisable.
- d) The software must include a system which allows the user to access the consent platform and modify user preferences at any time.
- e) The CMP must make it possible for users to accept or refuse the processing of their personal data by each vendor separately and purpose-by-purpose. The CMP must also make it possible to oppose the use of data based on legitimate interest.
- f) The CMP must enable us to add “CCMA-specific purposes” and/or own vendors not included by default in the CMP.
- g) The CMP must be certified by the Interactive Advertising Bureau (IAB) and, therefore, abide by the IAB’s Transparency and Consent Framework (TCF). The CMP must abide by the TCF v 2.0 and later. It also must fulfil the present and future standards established by IAB Europe’s CMP Compliance Programme. These requisites must be maintained throughout the period of the contract.
- h) The consent platform must make it possible to have multiple “consent warnings” posted simultaneously, for different services. This must allow us to have different warnings, with different settings, texts and visual presentations for each of our services.
- i) The platform must allow the warnings to be visually personalised.
- j) The CMP model must be responsive.
- k) Texts which are not predetermined by the IAB and which are shown to users must be editable through the settings tool. It must be possible to post them, at least, in Catalan, Spanish and English.
- l) The CMP must implement a mechanism which makes it possible to choose user consents in an explicit way, blocking all browsing until the user has accepted.

- m) The posted CMP must be accessible according to the Web Content Accessibility Guidelines (WCAG) 2.1.
- n) The cost of the CMP will not vary according to the number of users who may use our services, to manage their consent.

5. ORGANISATION OF THE SERVICE

Activities included in the service.

The service includes the following activities:

- Supplying the software and latest updates for each environment.
- Providing support during the implementation and operation of the service, in response to any technical or legal doubts which may arise.

6. SERVICE LEVEL AGREEMENTS

6.1. Availability of the service

Any incident which affects the operation of the service for a period of longer than one full day will be penalised according to the service level agreement (SLA; Annex 3).

Any problems with unavailability which have been agreed upon between the two parties, caused by lack of planning or bad configuration on the part of CCMA, SA or systems of CCMA, SA ownership, will not generate penalisation.

Compliance with the SLA will be measured using a single indicator –points– which will be calculated based on the following suppositions:

- Total unavailability of the service
20 points a day.
- Incident involving the service or code provided

Penalties for operational errors will be counted using Table 1, in the following way:

- 5 points for incidents ranked as priority 1, high.
- 3 points for incidents ranked as priority 2, medium.
- 2 points for incidents ranked as priority 3, low.

The contractor will do everything possible to resolve all the errors identified of the loss of service to CCMA, SA within the period shown in the following table:

Table 1: Incident Priority

Priority	Incident description
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<p>High</p> <p>The incident affects the entire app or website or a major part/functionality of it.</p>	<ul style="list-style-type: none"> • The app or website fails to open, closes unexpectedly or fails to load data. • Incidents which affect the video or audio service, live or on demand, as well as public tagging and advertising
<p>Medium</p> <p>The incident does not affect the entire app or website.</p>	<ul style="list-style-type: none"> • Incidents which affect app or site functionalities other than video or audio (logins,...) • Incidents which entail usability problems
<p>Low</p>	<ul style="list-style-type: none"> • Incidents not listed above

6.3 Penalties

At the end of every month, the indicator will be calculated based on the previous sections and the corresponding penalty will be determined if the score exceeds 5 points.

The bidder will have to define what monetary penalty they are willing to accept for SLA infractions in the proposal, completing the boxes in Annex 3.

If the score exceeds 20 points during 2 months in a period of 12 months, CCMA, SA reserves the right to rescind the contract.

Penalties will be calculated and applied on a monthly basis, which means they will not accumulate from one month to the next. At the start of each monthly period, the contractor will have no pending penalty to account for.

Sant Joan Despí, December 2020