



Transparency & Consent Framework

Global Vendor List Sign Up Requirements v1.2

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Introduction

In February 2017, the IAB Europe assembled parties representing various participants in the online advertising ecosystem, in particular parties from both the supply and demand side of the ecosystem, to work collectively on guidance and solutions to the requirements of the General Data Protection Regulation (“GDPR”). That working group is known as the GDPR Implementation Working Group (“GIG”). One of the working groups within the GIG was tasked with developing guidance on consent as a legal basis of processing and out of that group an additional working group was formed to develop a technical solution for companies to use, where and if necessary, to request, obtain and disseminate consent to various parties in the online advertising ecosystem that may be relying on consent as a legal basis of processing and/or may have parties integrated with them that rely on consent.

About the Transparency & Consent Framework (“Framework”)

The scope of the technical working group’s initiative increased further into a broader initiative to develop an industry solution to allow website operators to

1. Control the vendors they wish to allow to access their users’ browsers and devices and process their personal data and disclose these choices to other parties in the online advertising ecosystem
2. Seek user consent under the ePrivacy Directive (for setting cookies or similar technical applications that access information on a device) and/or the GDPR in line with applicable legal requirements and signal the consent status through the online advertising ecosystem

In summary have one place to go to:

- Understand privacy-related disclosures about those vendors
- Use those disclosures to make privacy-related disclosures to its users
- Disseminate the disclosure status through the online advertising ecosystem.

The various pieces of the framework are the following:

- A global vendor list and CMP registration
- The technical specification for capturing, storing and signalling user consent in the context of digital advertising
- Policy underlying the
 - Disclosures to be made by vendors included on the global vendor list
 - Use of the global vendor list and the reference architecture

For purposes of this documentation, the following terms have the following definitions:

Definitions

- “**CMP**” means a company that can read the vendors chosen by a website operator and the consent status of an end user (either service specific (through a first-party cookie) or global (through a third-party cookie). A CMP is not synonymous with a company that surfaces the user interface to a user (although it can be the same).
- “**Purposes**” mean the purposes for which a Controller enabled by a website operator is using personal data collected from (or received by a third party) about an end user.
- “**Vendor**” means a third party that a website operator is using in connection with surfacing content to its end users that either (1) accesses an end user’s device or browser; and/or (2) collects or receives personal data about the website operator’s end users. As such, a vendor need not be a Controller.

License

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Global Vendor List Sign Up Requirements v1.2

Version History - v1.2 - Initial version published March 16, 2017

Overview

Membership of the Global Vendor List is pre-requisit of provision to and approval by IAB Europe of the following information.

It is the sole prerogative of publishers to choose which vendors from the Global Vendor List they wish to use, about which vendors to make disclosures, and on whose behalf to obtain consent. Membership of the Global Vendor List enables vendors to be disclosed by publishers using the Framework, and to receive consent signals from publishers using the Framework. Membership of the Global Vendor List is not a guarantee that publishers will choose to disclose information about, or obtain consent on behalf of, a given vendor.

Information for completion by Vendors to be published on the Global Vendor List

1. Legal name
2. Declaration of which purpose(s) and feature(s) for which personal data is processed and which legal base(s) for purposes only are relied on to justify the processing:

Legal Bases

- a. Consent (Art. 6(1)(a) GDPR)
- b. Necessary for the purposes of the legitimate interests pursued by the controller and the interests are not overridden by the interests or fundamental rights and freedoms of the data subject (Art. 6(1)(f) GDPR)

Purposes (indicative)

- a. **Accessing a Device** - storing or accessing information on a user's device.
- b. **Advertising Personalisation** - processing of a user's data to provide and inform personalised advertising (including delivery, measurement, and reporting) based on a user's preferences or interests known or inferred from data collected across multiple sites, apps, or devices; and/or accessing or storing information on devices for that purpose.
- c. **Analytics** - processing of a user's data to deliver content or advertisements and measure the delivery of such content or advertisements, extract insights and generate reports to understand service usage; and/or accessing or storing information on devices for that purpose.
- d. **Content Personalisation** - processing of a user's data to provide and inform personalised content (including delivery, measurement, and reporting) based on a user's preferences or interests known or inferred

from data collected across multiple sites, apps, or devices; and/or accessing or storing information on devices for that purpose.

Features

- i. **Matching Data to Offline Sources** - combining data from offline sources that were initially collected in other contexts
 - ii. **Linking Devices** - processing of a user's data to connect such user across multiple devices.
 - iii. **Precise Geographic Location data** - processing of a user's precise geographic location data in support of a purpose for which that certain third party has consent.
3. Provide link to privacy policy that provides information required by the GDPR

Information for completion by Vendors but not published on the Global Vendor List

1. Provide evidence of membership of or participation in one of the recognized trade organizations or industry self-regulatory schemes. Tick which organisations and provide a link to organization's membership directory including the company.
 - a. Membership of IAB Europe or any other recognized IAB, or one of IAB Europe's non-IAB trade association members
 - b. Membership of the World Federation of Advertisers (WFA), or one of its trade association members
 - c. Membership of the European Association of Communication Agencies (EACA), or one of its trade association members
 - d. Membership of the Mobile Marketers Association (MMA)
 - e. Membership of the Network Advertising Initiative (NAI)
 - f. Participation in the Digital Advertising Alliance (DAA)
 - g. Participation in the European Digital Advertising Alliance (EDAA)
 - h. Participation in the Digital Advertising Alliance of Canada (DAAC)
 - i. Membership of the Federation of European Direct Marketing Associations (FEDMA), or one of its trade association members
 - j. Other [which]
2. Provide list of ad-server domains used by the vendor
3. Contact person - legal/policy
4. Contact person - financial/billing
5. Billing entity name (if different from legal name)
6. Agree to the Terms & Conditions of the Framework
7. Commitment to comply with all relevant law and regulations
8. Commitment to comply with the Framework policies
9. Attest to the existence of a company privacy and data protection compliance program covering the General Data Protection Regulation and ePrivacy Directive
10. Attest to technical compliance with the Framework [or time at which technical compliance is expected]

11. Payment of the administrative fee (TBA but not greater than Euro 1500) charged by IAB Europe

Disclaimer

IAB Europe provides no warranty, express or implied, as to the compliance with any relevant law or regulation including, but not limited to, Regulation (EU) 2016/679 of any consent obtained by any publisher and communicated to the Vendor. IAB Europe shall in no circumstances be liable for any claim howsoever arising as a result of any failure to properly obtain consent from any user whose personal data is subsequently processed in breach of any applicable law or regulation.

IAB Europe provides no warranty, express or implied, as to the compliance of any data processing activity carried out by any Vendor. In the event of a claim against IAB Europe arising out of or in connection with a failure by the Vendor to comply with relevant laws or regulations relating to the processing of personal data relating to consent purportedly communicated through the Framework, the Vendor shall indemnify IAB Europe against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) arising therefrom.