



Crown
Commercial
Service

Invitation to Tender

Attachment 3a.4

Lot 1 Media Measurement Methodology

RM6123 Media Services

Attachment 3a.4

Lot 1 Strategic Media Activation (Media Buying)

Media Measurement Methodology

RM6123 Media Services

CCS Media Measurement Framework

The purpose of this document is to:

- a. To build a governance framework for the basis of performance evaluation
- b. Provide a clear means of measuring the performance against the separate offline and online Pricing Matrices for the purposes of Pricing Performance Bonus calculation
- c. Ensure the Agency has full knowledge of performance evaluation basis upfront and prior to providing media cost and quality commitments
- d. Put rules in place for managing schedule evolution and optimisation, particularly if targets are not being met
- e. Establish professional and efficient ways of working between Agency and Performance Evaluator

Attachment 3a.1 Lot 1 Price Matrix (Media Buying Commitments):

These cover the price targets and media quality KPIs specified in the Attachment 3a.1 Lot 1 Price Matrix templates provided to the Agency. Delivery of these commitments will determine whether an annual pricing performance bonus is payable.

Media Buying Commitments Measurement Methodology

1. The buying performance measurement shall be conducted for all in-scope media channels. Assessments will be carried out according to CCS requirements, provided these are reasonable and consider the amount of time required to source data suitable to the analysis conducted. Media that are included:
 - Offline: TV, Print, Radio, Cinema, BVOD
 - Digital: Programmatic, Direct Display, OLV, Direct Rich, Paid Social
 - Other media may be included in future as CCS media mix evolves including International Media
2. The Performance Evaluator will be appointed to determine compliance fairly and impartially with bid commitments by conducting calculations which abide by this contractual methodology, and any other subsequent agreements between CCS, the Agency, and the Performance Evaluator. The means by

which the Performance Evaluator realises these calculations is according to their own employees or contractors, internal tools, and processes.

3. The Agency must maintain spot level (for TV, radio), insertion level (for print) and distinct buy level information (other channels) including granular cost data clearly describing the media buys in accordance with the buying commitments. This will include detailed spot/insertion/site-lists showing delivered impressions/GRPs/volumes with breakdown of rate card/net/net net spends and any other applicable taxes or levies for all campaigns in scope for each evaluation period, plus any supplementary reports required to validate KPIs such as ad server, ad verification reports, TV coverage runs etc. This full record of media buying history and investment will be the property of CCS. The Agency agrees to provide this record, and any supplementary data that will allow the Performance Evaluator to impartially measure data quality and media performance against the commitments to the highest level of accuracy. These must be on templates supplied by the Performance Evaluator or through direct access to digital platforms to agreed timelines. Given the expectations around data granularity and transparency within CCS records, the agency should not make any agreements with 3rd parties that contradict CCS right to access complete media buying data to this specification, or for that to be provided to CCS chosen Performance Evaluator.
4. Precise contents of agency record requirements, and data request templates will be determined by the Performance Evaluator before the commencement of the process.
5. The Agency agrees that the Performance Evaluator will have the right to verify the accuracy of buying data through compliance procedures at CCS discretion. These include, but are not limited to, visits to offices (in person or virtually via video conferencing) to verify data supplied matches with industry data and/or agency bookings (both current year and historic baseline) and the completeness of supplied buying data against agreed media plans.
6. The Performance Evaluator agrees to be covered by an NDA in relation to the Performance Evaluation and not use any data or information provided to it to the benefit of any other advertiser or agency.
7. The agreed basis for evaluating Agency buying performance shall be the media quality KPIs and rate commitments made by media and by market on the buying submissions.
8. Offline & Digital media shall be measured separately and over/under-deliveries in one media channel grouping cannot be used to offset the delivery in another

Offline Quality Assessment

9. Media quality delivery for offline must first be assessed against committed media quality KPIs. The Performance Evaluator shall compare actual media quality delivery against the committed media quality target for each media channel and market from validated post-buys, media plans or third-party verification reports. The total target and delivery % for the media quality KPIs,

as defined by CCS, shall be determined as a weighted average across total media spend as in the example below. Where there are multiple KPIs within a media channel, these will be weighted as indicated unless otherwise agreed by CCS, the Agency, and the Performance Evaluator. The media quality KPI is achieved where total weighted % delivery exceeds total weighted % target.

10. The following target media quality KPI's will apply for offline media:

If the target media **quality level is not met overall** for offline, then **the agency will be unable to access the offline buying aspect of the bonus.**

Media Channel	KPI	Weighting Within Media
TV	Early Peak %	20
	Late Peak %	40
	Centre vs End %	20
	PiB %	20
		100
DRTV	Centre vs End %	50
	PiB %	50
		100
Radio	Drive Time % Adult Imps	<i>to be tracked only</i>
	Weds - Sat % Adult Imps	<i>to be tracked only</i>
		100
National News	Position in Format (PIF)	100
	Position into Insertion (PII)	<i>to be tracked only</i>
		100
Regional News	PiF	100
	PII	<i>to be tracked only</i>
		100
Magazines	FH/Relevant Editorial	100
Cinema	n/a	n/a

Television

11. The % delivery of 30" equiv. impacts against Centre Breaks, Position in Break (1st, 2nd, last), Early Peak (1725-19:59) and Late Peak (20:00-2259) will be measured by target audience at a Network level using BARB data for Brand

TV only. Indices will be calculated to express the difference between % share of target audience 30" equiv. impacts vs. the target shares

12. The % delivery of 30" equiv. impacts against Centre Breaks and Position in Break (1st, 2nd, last) will be measured by target audience at a Network level using BARB data for DRTV only. Indices will be calculated to express the difference between % share of target audience 30" equiv. impacts vs. the target shares
13. Within a Brand TV media quality KPI, where investment is delivered across different target audiences, the delivery by audience shall be weighted by Adult eq.imps for each audience.
14. TV targets will be measured by 'Majority Traded Audience' which will be determined by the performance evaluator. For each campaign the proportion of Adult impacts for each traded audience will be calculated to assess the 'Majority Traded Audience. To facilitate this calculation the agency will provide spot level data for all campaigns to include traded audience and All Adults.

Print

15. Delivered Position in Format (PIF) score will be reported separately against National Newspapers main paper and Regional Newspapers (where data can be accessed). The PIF score is a single number for each insertion, describing the position in which the first format appears in an individual issue for its format/size type (e.g. 1, 2, 3 etc.) using NMR data. Subsequent CCS ads of the same format in an issue are excluded.
16. Delivered Penetration in Issue (PII) score will be reported separately on National Newspapers main paper only and Mags/Supps/Trade press. The PII score by insertion is calculated by dividing the page number on which the insertion appeared by the total number of pages in the publication, expressed as a percentage using NMR data. Subsequent CCS ads in the same issue regardless of format are excluded.
17. Delivered FH / Rel % score will be reported separately on Regional Newspapers main paper only and Magazines/Supps/Trade press. The FH / Rel % score is an expression of the number of adverts which appear in either Front Half or Relevant positions as determined using NMR data. Relevant is to be determined on a campaign by campaign basis from briefing and planning documentation.

Radio

18. The % delivery of 30" equiv. impacts by daypart will be measured using JET reports vs. target shares. Indices will be calculated to express the difference between % share of Adult 30" equiv. impacts vs. the target shares
19. The % delivery of 30" equiv. impacts by day will be measured using JET reports vs. target shares. Indices will be calculated to express the difference between % share of Adult 30" equiv. impacts vs. the target shares.
20. The agency has been asked to provide Day of Week indices by vendor. In the event that the Performance Evaluator report a difference between the Delivered Day of Week profile and the baselines, the Performance Evaluator will calculate the difference in the weighted indices between Delivered and the baseline. The % difference in indices will be applied to the baseline CPTs. The calculation is as follows:

$$\frac{\text{Sum of (\% Mon Delivered eq. imps x Mon Index, ... , \% Sun Delivered eq. imps x Sun Index)} / \text{Total Delivered eq. imps}}{\text{Sum of (\% Mon Baseline eq. imps x Mon Index, ... , \% Sun Baseline eq. imps x Sun Index)} / \text{Total Baseline eq. imps}}$$

21. The Agency have provided individual Daypart indices by vendor. In the event that the Performance Evaluator report a difference between the Delivered Daypart profile and the baseline, the Performance Evaluator will calculate the difference in the weighted indices between Delivered and the baseline. The % difference in indices will be applied to the baseline CPTs. The calculation is as follows:

$$\frac{\text{Sum of (\% AM Drivetime Delivered eq. imps x AM Drivetime Index, \% PM Drivetime Delivered eq. imps x PM Drivetime Index, \% Non-Drivetime Delivered eq. imps x Non-Drivetime DPT Index)} / \text{Total Delivered eq. imps}}{\text{Sum of (\% AM Drivetime Baseline eq. imps x AM Baseline Index, \% PM Baseline Delivered eq. imps x PM Baseline Index, \% Non-Drivetime Baseline eq. imps x Non-Drivetime DPT Index)} / \text{Total Baseline eq. imps}}$$

Offline Cost Assessment

22. Once media quality delivery has been validated, the Performance Evaluator shall compare actual rates paid with committed rates and shall calculate for each unit of media (i.e. station, title, format, month as specified in the bidder's buying submission) the differential between the actual rate paid and the committed rate. Each bought unit of media shall be multiplied by the commitment rate to establish a total equivalent commitment cost for that unit. These values will be summed to give a total equivalent commitment cost across all vendors and media channels used. The difference between the paid cost and the equivalent commitment cost shows whether the buying commitments were achieved or not within a given market. The % difference between the paid cost and the equivalent commitment cost is the over-/under-

delivery figure from which the pricing performance bonus. An example of this calculation is below:

A	Target Rate (£)	50	
B	Delivered Spend (£)	500	
C	Delivered Inventory (Eq. Imps/Units/imps)	15	
D	Delivered Rate (£)	33	=B/C
E	Spend at Target (£)	750	=A*C
F	Value over/under delivery (£)	-250	=B-E
G	Value over/under delivery (%)	-33	=B/E-1

Where adjustments are made to the commitment pricing (e.g. inflation, volume adjustments) these are applied as a % to the Spend at Commitment

23. For the calculation of Television Specials airtime vs. Standard airtime CPTs, the following calculation will be used, whereby the Target CPT is derived from the agreed OSAP and discount/premium committed in the Attachment 3a.1 Lot 1 Price Matrix.

A	Target CPT (£)	50	
B	Target Premium Airtime Spend (£)	700	
C	Target Premium Airtime Inventory (Eq. Imps)	10	
D	Target Premium Airtime CPT (£)	70	=B/C
E	Target Premium Airtime CPT Index vs. Target CPT	140	=D/A
F	Delivered CPT (£)	33	
G	Delivered Premium Airtime Spend (£)	800	
H	Delivered Premium Airtime Inventory (Eq. Imps)	20	
I	Delivered Premium Airtime CPT (£)	40	=G/H
J	Delivered Premium Airtime CPT Index vs. Delivered CPT	120	=I/F
K	Spend at Target Premium Airtime Index (£)	933	=(E/100)*F*H
L	Value over/under delivery (£)	-133	=G-K
M	Value over/under delivery (%)	-14	=G/K-1

24. Costs will be assessed separately across each media channel: TV Standard & Specials, Print, Radio, Cinema and BVOD. An under-performance in one media grouping may be offset by an over-performance in another media grouping.

25. For the purpose of calculating Cinema CPTs, over-deliveries vs. plan will not contribute to the total Delivered Admissions.

Digital Methodology

26. The cost commitments specified for digital display are typically a Cost per Viewable Impression (vCPM) or viewable Cost per Completed View (vCPCV) for appropriate video buys. These are intended to be used for measuring the performance of all digital display buys. Paid social (display & video) will be measured based a eCPM commitment.

- Programmatic inventory is grouped according to the Attachment 3a.1 Lot 1 Price Matrix by inventory type, targeting and format, and is, unless noted to the contrary with an individual market grid, non-vendor specific.
- Online Video (OLV), Rich Media & Direct Display are grouped by site & format
- Paid Social is grouped by platform, targeting & data, and format
- Viewability will be determined by an MRC-accredited ad-verification platform using the IAB standard viewability definition.
- Normalisation indices have been provided by the Agency in the Attachment 3a.1 Lot 1 Price Matrix, and should be used to adjust target vCPM/vCPCV depending on the size of a display format, or the duration of a video, in addition to the usage of Connected TV or a layer of 3rd-party targeting.
- Where data is provided which cannot technically be split into cost categorisations with different vCPM/vCPCV targets, the higher target value will be used.
- Where technically impossible to measure a vCPM or vCPCV due to, for example, an inability to enable ad verification tracking, the effective CPM or CPCV captured within the buying template should be used as a proxy. Inability to monitor quality measures must be flagged to CCS and the Performance Evaluator.

27. Definitions of buying categories and format sizes are contained within the Attachment 3a.1 Lot 1 Price Matrix – Digital Definitions.

28. The vCPM target can be achieved through reducing the eCPM, or through optimising the viewability rate and thus still drive the overall vCPM down.

29. The agreed KPIs and cost commitments may only be changed in the event that their analysis can be demonstrated to have become technically impossible, or that CCS, Agency and Performance Evaluator agree that the KPI or cost commitment unduly restricts the comparable sample of analysed investment, or in the event that the CCS no longer wishes to measure a particular KPI.

30. Exact points of comparison are determined by the agreed KPIs and rate commitments set. If these points of comparison restrict the comparable sample of analysed investment or prevent the Agency from optimising the media value delivery across the schedule, the Agency and Performance Evaluator must, prior to the commencement of analysis, discuss whether these points of comparison should be reviewed.

- For digital display and VOD activity, the activity will be compared to committed rates grouping it into categories according to the framework in the buying commitments. Allocation of inventory into categories will follow the Digital Definitions appendix that accompanies this methodology, and where activity falls outside of this appendix, to be aligned by the Agency and the Performance Evaluator at the point of audit.
- Digital Direct commitments across Display, VOD & Rich are captured in two ways –
 1. At a publisher level for key partners identified by CCS
 2. At an aggregate level, split by format, for all other direct buys

31. The methodology structured into **three separate stages** (or steps). The agency is required to meet the requirements of each step, to access the Pricing Performance Bonus

32. Stage 1, Media Quality

- Viewability is the primary KPI for step 1 and will be used for all inventory where IAS tracking has been implemented.
- Each site/media placement will be required to meet the viewability % submitted in the buying grids.
- For each placement that passes its target for viewability, only the % of investment that was viewable will be evaluated for steps 2 & 3.
- Please see below example calculation for step 1:

		Site 1
Step 1	Cost	£10,000
	Impressions	1,000,000
	Delivered Viewability	75%
	Target Viewability	68%
	Pass/Fail	Pass
	100% Viewable Imp.	750,000
	100% viewable cost	£7,500

- Where Viewability tracking cannot be implemented the placement will automatically move to step two.
- Where viewability tracking has not been implemented, due to oversight or error, the placement will automatically fail the first step.

33. Stage 2, Compliance

- The second step requires inventory to meet compliance targets submitted in the grids
- Compliance rates are calculated using three KPIs – brand safe %, Fraud Free % and in-geo % - this will be used for all inventory where IAS tracking has been implemented.
- Please see below example calculation for step 2:

		Site 1
Step 2	Cost	£7,500
	Impressions	750,000
	Delivered Compliance	99%
	Target Compliance	98%
	Pass/Fail	Pass
	100% Compliant Imps	742,500
	100% Compliant cost	£7,425

- For any channels or sites where full ad-verification tracking is not possible (e.g. Facebook) compliance rate will be based on the KPIs available
- Where compliance tracking cannot be implemented the placement will automatically move to step three.
- Where compliance tracking has not been implemented, due to oversight or error, the placement will automatically fail the second step.

34. Stage 3, **Cost**

- Inventory that meets the requirements of the first two steps will then be assessed against the cost commitments submitted into the grids. We will calculate the value delivery based on the delivered cost v. the cost commitment.
 1. For display activity vCPM or CPM will be used as the cost measure
 2. For video activity vCPCV or CPCV will be used as the cost measure
- Please see below example calculation for step 3:

		Site 1
Step 3	Baseline CPM (£)	£15
	Actual Investment (£)	£7,425
	Actual Inventory (v. Imps '000s)	742,500
	Actual CPM (£)	£10.00
	Spend at Target Cost (£)	£11,138
	Value over/under-delivery (£)	-£3,712.50
	% over/under-delivery	-33%

- Cost commitments will be reviewed on an annual basis to ensure they are stretching and fit for purpose.

General

35. The agreed media quality KPIs and Target costs may only be changed in the event that:
- a. Their analysis can be demonstrated to have become technically impossible
 - b. Both Agency and Performance Evaluator agree that the media quality KPI or target costs unduly restricts the comparable sample of analysed investment
 - c. The Client no longer wishes to measure a particular media quality KPI in agreement with the Agency
 - d. The agreed media quality KPIs and target costs are deemed unsuitable due to a strategic change in client/campaign objectives as agreed between the Client, Agency and Performance Evaluator
36. Exact points of comparison are determined by the agreed media quality KPIs and target rates set. If these points of comparison restrict the comparable sample of analysed investment or prevent the Agency from optimising the media value delivery across the schedule, the Agency and Performance Evaluator must, prior to the commencement of analysis, discuss whether these points of comparison should be reviewed.
37. Media buys for which there are no corresponding comparison points would ordinarily be excluded from the evaluation. Nonetheless there may be activity which would appear to share comparison points with the baseline which the Agency may choose to flag for exclusion:
- CCS negotiated buys: Where it is proven the Agency had no influence over the buy, then this should be excluded

- CCS mandated buys: Where it can be documented that CCS has instructed the Agency to buy media they advised against, making CCS aware of the cost premium it entails, and where the Agency is unable to exercise its leverage to maximise cost efficiency, then this should be excluded. Note that if a commitment for this activity has been requested and provided at bidding stage, then this reason cannot be given as a reason for exclusion from the evaluation.
 - TV Specials: Specials should be included, although where it can be shown there was a cost premium associated with this activity, this should be accounted for using cost indices or the same activity should be compared to like-for-like buys from the previous year, e.g. Champions League games vs. Champions League games from the previous year.
 - Sponsorship/Partnerships: One-off sponsorship/partnerships activity would ordinarily be excluded, although where the same sponsorship packages are bought YoY these should be compared directly where the Agency can influence the pricing.
38. Where the audience for a brand changes to a new (and similar) TV target audience and where no target rates exist, the new audience price shall be derived by calculating the annual delivered discount vs. OSAP for the closest audience by platform and applying this to the new TV buying audience OSAP by platform and month.
39. Where media buys are added to the schedule which cannot be realistically captured under the commitment rates, lowering the comparable sample of analysed investment below 80% for offline and 70% for on-line channels, the Agency must flag this to both CCS and Performance Evaluator at pre-agreed time(s) prior to the evaluation, as this could potentially jeopardise value reporting.
40. In the event of low anticipated comparable spend, the Agency should, except where covered in point **35** above, propose means of normalisation for alignment with the Performance Evaluator. These may include:
- Normalisation of formats or premium positions for which there is no commitment using a ratecard or cost index
 - Use of an historical rate (e.g. the year before the commitments baseline was set), drawn into line with post-bid competitiveness and with inflation/deflation applied
 - Use of a relevant group or category rate (e.g. comparison on a genre basis, standard/premium format groupings, etc.)
 - As a last resort, a mutually agreed benchmark rate may be used so long as it can be shown that its level of competitiveness is in-line with similar media buys within the existing commitments.
41. New media that is bought, for which there are no cost commitment set at the bid submission, will join the existing commitments at exit rate the following year.
42. The new contract prices have been constructed using the Agency's best forecast of the market's media inflation/deflation for May 2022 - Mar 2023. It is

expected that commitment pricing should hold, and not be liable to any inflation until Apr 2023. Should the market be deflationary in the initial period May 2022 - Mar 2023, then pricing, if constructed on the assumption of inflation, should reduce accordingly by the difference between the inflation assumption and the determined level of deflation.

43. From Apr 2023 onwards, it is accepted that the market level of media inflation/deflation shall be applied to the May 2022 - Mar 2023 commitments (or exit positions for new media bought across May 2022 – Mar 2023), and adjusted for subsequent years/periods and any additional improvement commitments made by the Agency at the time of bidding by market by media channel.
44. Agency must supply their view on media inflation/deflation prior to any performance evaluation. Where the Agency and Performance Evaluator hold differing views on media inflation, both parties must endeavour, in good faith, to come to agreement on the basis of transparent evidence and intuitive rationale. This would include:
- Media inflation/deflation is the outcome of changes in advertiser demand (expenditure) and changes in commercial audience supply (impacts/GRPs, etc.). The Agency must provide the Performance Evaluator with numerical justification of these for each media/market in scope where such data is available, in case of disagreement. Revenue data should be the published, industry-standard source where available, but where this is not available the Agency should provide the revenue figures calculated by the holding group's trading arm.
 - Where audience-specific inflation estimates, for Television, are proposed, the agency must provide both demand (expenditure) and changes in commercial audience supply (Impacts/GRPs etc) information based on the specific audience.
 - If an agreement on a rate of inflation is not reached within 3-months of the audit period end date i.e. by the end of March for a calendar year audit, CCS will determine the final level to be used.
 - All inflation rates will be reviewed and approved by CCS before being used
45. If annual expenditure volumes grows within a given media channel an adjustment will be made according to the volume ratchets the Agency provided in the Attachment 3a.1 Lot 1 Price Matrix. These amendments to commitments will be specified at market and media level. At an interim evaluation (i.e. not full year), the forecast total budget will be used in the volume ratchet calculation.
- Volume ratchets do not apply for digital media, and the commitments should stand, irrespective of increases/decreases in budget
46. It is the responsibility of the Agency to ensure all costs at the media planning stage are within guarantees. If there are known reasons at the pre-burst stage why costs will not be within guarantees these must be specifically drawn out and highlighted with CCS.
47. Any adjustments required to cost and quality guarantees need to be flagged to CCS and the Performance Evaluator. Any required adjustments which have not

been flagged prior to the performance evaluation shall not be considered in the evaluation.

48. Costs submitted must be the Net Net Cost, defined for the purposes of this methodology, as the Media Costs or other amounts of money actually charged by the relevant Media Owner for Advertising time and/or space purchased by or on behalf of the Agency for CCS, less applicable Standard Agency Commission for the Market concerned, less any sales or other similar tax levied in respect of such purchase and less any other charge or expense in respect thereof (and before the netting out of cash AVBs). Production or technology costs should not be included.
49. Material change accounts for significant alteration to macro factors that could not have been foreseen at the time of forecast. These will include, but will not be limited to, economic factors that change the media supply and demand mechanic, government legislation, media legislation, changes to research currency, changes to media plurality and changes in current political or governmental situation which impacts supply and demand. Should there be material change to these circumstances then that change will be factored into the commitment amended by the Performance Evaluator accordingly.
50. Similarly, if any Media Owner were to change their distribution or business model, leading directly to a significant change in audience delivery, and in-turn a significant change to the price that they charge advertisers across the market, then that change will be factored into the final local inflation number and the local cost commitment amended by the Performance Evaluator accordingly.
51. Similarly, if the agency wishes to significantly deviate from historic quality baselines at a media channel level, and provided the Agency have supplied documented evidence of this local request, then there is scope for the cost commitment to be normalised accordingly, but this requires tripartite agreement by the Agency, CCS and the Performance Evaluator. If the quality change is agreed, the Agency will still be eligible for the Pricing Performance Bonus.
52. If there is an unforeseen circumstance not covered by this methodology, then all parties will act responsibly and constructively to resolve the methodological issue.
53. In the event that the Performance Evaluator and the Agency fail to reach agreement on any matter relating to the evaluation, and its impact on the Pricing Performance Bonus, the parties will confer with CCS whose decision will be final and binding. CCS shall act reasonably and in good faith in such decisions.

Appendix: Provision for the evolution of the measurement framework

54. Beyond the media commitments referenced within this methodology, so as to reflect likely changes both in terms of our use of digital media, and also to

address a changing media landscape, Client reserves the right to (including but not limited to):

55. In-depth auditing of all digital channels, including paid search, paid social and programmatic display/video (and any self-serve ad-tech platform used to buy ad activated digital media campaigns), with uninhibited direct platform access provided to both the Client and the Performance Evaluator.

56. Uninhibited direct access to Agency Trading Desk ad-tech including, DSPs and Data platforms should be provided to both the Client and the Performance Evaluator.

57. Assessment of supply chain transparency down to working media costs and any pricing elements

58. These assessments would be conducted with a view to:

- Expanding and adjusting the media measurement framework to accommodate additional metrics and media plans
- Agreeing alternative and/or supplementary targets outside of those already measured within the primary media buying commitments which could include best practice metrics, outcome KPI improvements, share of working media %, and custom metrics
- Optimising performance and identifying wastage and inefficiencies in media investment
- Agreeing PBR (bonus/malus) implications and auditing methodologies for such targets

59. Provision must be made to:

- Guarantee audit rights in the above areas, both in terms of initial assessments, and then to provide regular auditing of binding commitments made
- Provide direct platform access to the data to a log-level granularity where required (e.g. for supply chain audits)
- All client data must be kept separate from other agency clients (e.g. through use of distinct client “seats” on DSPs rather than as part of an overarching agency seat)