

[ON REQUESTING PARTY'S LETTERHEAD]

[FROM]  
[ADDRESS & CONTACT INFO]

[TO]  
[ADDRESS & CONTACT INFO]

[DATE]

Dear [●],

**Re: Cross-Industry Programmatic Supply Chain Taskforce Audit Permission Letter (APL) for Financial Audit of Programmatic Transactions**

Using this APL, [NAME OF REQUESTING PARTY/SPONSORING PARTY] writes to request that [NAME OF PROVIDING PARTY] (**Disclosing Party**; together with the Sponsoring Party, the Auditor and, if applicable, the Agency (as defined in the chart below), a **Party** or the **Parties**) provide (to the extent available) the data from within the Data Fields List outlined on Schedule "A" to the Auditor, subject to the terms and conditions outlined below. The purpose of this request is to allow for an independent, third party financial audit (**Audit**) of certain programmatic advertising transactions related to the Sponsoring Party.

	DEFINED TERM	DEFINITION OF DEFINED TERM	TERMS & CONDITIONS
1.	<b>Auditor</b>	Means an independent, third party certified public accounting firm, professionally accredited in the Jurisdiction of the Audit, engaged by the Sponsoring Party and entitled to access Audit Information for the Purpose.	<b>Name of Auditor:</b>
2.	<b>Sponsoring Party</b>	Means the advertiser or publisher engaging the Auditor perform the Audit.	<b>Name of Sponsoring Party:</b>
3.	<b>Agency</b>	If the Sponsoring Party is an advertiser, the advertising agency engaged by that advertiser to act on its behalf in the programmatic ecosystem and which is a principal to a contract with the Disclosing Party.	<b>Name of Agency:</b>
4.	<b>Audit Information</b>	Means certain parts of the Sponsoring Party's log level, transactional and impression data within the parameters of the Data Fields List as set out in <u>Schedule A</u> , the Auditor requires to perform the Audit.	Please see fields attached on <u>Schedule "A"</u> for the time period from [●] to [●].  The parties acknowledge and agree that no Personal Data or Personal Information (as these terms are defined by applicable laws) is included in the Audit Information.  The Auditor will not share Audit Information with any entity other the Sponsoring Party (and, if an advertiser, its Agency).  The Parties agree that Disclosing Party's provision of the Audit Information is without prejudice and subject to any contractual terms and conditions between any of the Parties hereto.
5.	<b>Purpose</b>	Means the purpose or goal for which the Sponsoring Party commissioned the Auditor to conduct the Audit.	The Sponsoring Party commissioned the Auditor to perform the Audit for the Purpose of examining costs and fees charged and paid in the individual programmatic supply chain of the Sponsoring Party relating to transactions carried out under a contractual arrangement with a vendor, to which the Sponsoring Party (or where the Sponsoring Party is an advertiser, its Agency) is a principal  Neither the Auditor nor the Sponsoring Party will use the Audit Information in any way other than for the Purpose.
6.	<b>Contributing Parties</b>	Means the parties asked to contribute Audit Information.	The following [parties/groups or stakeholders] will be asked to contribute Audit Information: [●]
7.	<b>Deadline</b>	Means the deadline to provide information for Audit.	_____, 20__
8.	<b>Jurisdiction</b>	Means the jurisdiction in which the Audit will be conducted and, by	<b>Jurisdiction:</b> [i.e. England and Wales, United Kingdom, United States of America, Canada, Australia, European Union, etc.]

	DEFINED TERM	DEFINITION OF DEFINED TERM	TERMS & CONDITIONS
		extension, the laws that will apply to the Audit.	
9.	<b>Use(s) of Audit Information</b>	Means the ways in which the Auditor will use the Audit Information.	The Audit Information must be used only in the following way(s): a. To conduct the Audit for the Purpose; and b. To create the Report described in clause 10 below. The parties acknowledge and agree that the Audit Information and Audit Product(s) shall not be used for any other project or purpose, nor be included in "pools" or "benchmarks".
10.	<b>Audit Product(s)</b>	Means the product(s) and result(s) of the Audit that the Auditor will create and share with the Recipients of the Audit Product(s).	Using the Audit Information, the Auditor will produce a report ( <b>Report</b> ) which will be shared with the Recipients of the Audit Product(s) as described in clause 11 below.
11.	<b>Recipients of the Audit Product(s)</b>	Means the parties authorized to receive the Audit Product(s).	The Auditor will share the Report with the Sponsoring Party (and, if an advertiser, with its Agency).  The Sponsoring Party and the Auditor acknowledge and agree that relevant sections of the Report to which Disclosing Party contributed will be shared with Disclosing Party together with any broad, contextually useful conclusions from the Audit provided they do not contain any Confidential Information (as defined below) of any third party or directly reference third parties other than the Sponsoring Party, the Auditor and the Disclosing Party.
12.	<b>Transfer of Audit Information</b>	Means the way in which the Disclosing Party will provide the Audit Information to the Auditor.	The Parties agree that the Audit Information will be provided through a secure method to be mutually agreed to by the Parties. To restrict access to only the relevant parties, all solutions require either user logins with ideally two factor authentication, or in the case of cloud based solutions, authentication keys.
13.	<b>Audit Information Retention</b>	Means the amount of time for which the Auditor and the Sponsoring Party may retain the Audit Information.	The Auditor and the Sponsoring Party (and, if an advertiser, its Agency) may retain the Audit Information only so long as the Audit Information is required for the performance of the Audit described in this APL unless other, superseding, legal or regulatory requirements mandate a longer retention timeline. For clarity, all Audit Information shared pursuant to this APL must be deleted by Parties other than the Disclosing Party after the conclusion of the Audit unless the exclusions from the preceding sentence apply.

In addition to the terms set out in the Chart above, by their signature, the Parties agree to the following additional terms:

- i. **Confidentiality.** This confidentiality provision applies to this APL without prejudice to applicable confidentiality terms in pre-existing agreements between any of the Auditor, Sponsoring Party, Disclosing Party and, if applicable, the Agency, in which case those provisions govern over this Section (i). The Parties agree to keep: (a) this APL and its terms and conditions; (b) the Audit Information provided in connection with this APL; and (c) the Audit Product(s) confidential (the "**Confidential Information**") unless the Confidential Information: (I) becomes known to the general public without fault or breach by a Party; (II) is information that a Party can show was in its possession, free of obligations of confidentiality, prior to disclosure as part of the Audit, or subsequently came into its possession free of such obligations; (III) is independently developed by or for a Party without any access to or use of the Audit Information; or (IV) is required to be disclosed by applicable law, court order or a competent authority, provided that, as legally permitted, the Party provides the other Parties with reasonable notice and the opportunity to seek confidential treatment, a protective order or similar remedies or relief prior to the required disclosure. Sponsoring Party and/or Auditor may reveal Confidential Information to any of its employees, affiliates and/or subcontractors (collectively, **Representatives**) on a 'need to know' basis to fulfil obligations or exercise rights under this APL, provided that those Representatives agree to treat such Confidential Information in accordance with the terms of this APL. Any failure by any such Representative to treat the Audit Information in accordance with the terms of this APL will be deemed the responsibility of the Sponsoring Party.
- ii. **Data Principles.** This APL is subject to the data principles document issued by the Cross-Industry Programmatic Supply Chain Taskforce on \_\_\_\_, 2021 available online at this link: [●] (the "**Data Principles**"). In the event of any conflict between this APL and the Data Principles, this APL will govern.

**[Signature page follows.**

Many thanks for your kind assistance with this Audit.

Regards,

**[SPONSORING PARTY]**

Per: \_\_\_\_\_

Name:

Title:

Date:

I have the authority to bind the corporation.

**If applicable [AGENCY]**

Per: \_\_\_\_\_

Name:

Title:

Date:

I have the authority to bind the corporation.

**[DISCLOSING PARTY]**

Per: \_\_\_\_\_

Name:

Title:

Date:

I have the authority to bind the corporation.

**ACKNOWLEDGED AND AGREED TO BY:**

**[AUDITOR]**

Per: \_\_\_\_\_

Name:

Title:

Date:

I have the authority to bind the Auditor.

**Schedule "A"**

**AUDIT INFORMATION [DATA FIELDS TO BE SELECTED FROM THE BELOW]**

Suggested Required Fields			
Origin of field: DSP/SSP	Field	Definition	Reason it is essential for matching impressions
Both	Time stamp (as granular as possible)	The time at which impression was served	It must be verified that the timestamp is the same at all points in the supply chain to ensure it is the same impression (with understanding there could be lag)
Both	Country	The country in which the impression was served	Allows the universe of data to be defined consistently across all sources
Both	Advertiser ID/Advertiser name	The advertiser name or ID that maps to the specific advertiser who have purchased the impression - this may differ by tech provider which will require a mapping to be done	Ensures data can be correctly mapped to the advertiser
Both	Seat ID	The ID that maps to the buyer/seller account	Ensures data can be correctly mapped to the advertiser using a unique ID
Both	Advertiser domain	The URL of the advertiser which is communicated in the bid response from the DSP to the SSP/publisher during bidding	Supports data to be correctly mapped to the advertiser (in conjunction with other IDs)
DSP/SSP	Campaign ID	A unique identifier for the campaign that the impression is a part of	This category can be used to further verify if an impression is matched (optional but useful).
DSP/SSP	Deal ID	A unique identifier for the deal that the impression is a part of	This category can be used to further verify if an impression is matched (optional but useful). This field also can be used to verify that an impression was sold through a private rather than open marketplace.
Both	Domain/URL ending fields'	As a minimum the Domain, e.g. www.kentonline.co.uk, and URL ending (i.e. page related) where possible. Domains should reference directly the website where the impression was served and should not be listed as the parent company for an aggregated grouping of different websites under the same company ownership. This can be exemplified by: <i>'The value passed in the domain parameter of the OpenRTB Site or App Object'</i>	It must be verified that the URL is the same at all points in the supply chain to ensure it is the same impression being served
Both	Publisher ID/Publisher name	The publisher name or ID that maps to the specific publisher that is serving the impressions - this may differ by tech provider which will require a mapping to be done	Ensures data can be correctly mapped to the publisher
Both	Device Type	The type of device that the impression was served on, e.g. a smart phone, desktop, tablet or smart TV - this may differ by tech provider which will require a mapping to be done	It must be verified that the device type is the same at all points in the supply chain to ensure it is the same impression
Both	FX rate if applicable	If the currency the data is provided in is different to the reporting currency for the audit/what the advertiser is billed in, the rate at which the data currency could be converted into the reporting currency at the time that the impression was served.	Accurate exchange rates are needed to ensure values can be accurately compared across the supply chain
SSP	Buyer ID/Buyer Network/Buyer name	The buyer network, or ID that maps to the specific buyer network, that the impression was served through on the DSP - this may differ by tech provider which will require a mapping to be done	Ensures data can be correctly mapped to the Buyer network which is required to accurately identify an impression from the buy side.
SSP	DSP	The DSP, or ID that maps to the specific DSP, that the impression was served through - - this may differ by tech provider which will require a mapping to be done	Ensures data can be correctly mapped to the DSP
SSP	Gross revenue	Gross revenue to the publisher for the impression - the revenue that the publisher earns from the impression including SSP fees	This is a figure that must be taken into account in the supply chain matching to compare impression price on the buy and sell side.
SSP	Publisher revenue/net revenue	Net revenue to the SSP for the impression - the revenue that the publisher earns from the impression, not including SSP fees	This is a figure that must be taken into account in the supply chain matching to compare impression price on the buy and sell side.

Origin of field: DSP/SSP	Field	Definition	Reason it is essential for matching impressions
SSP	SSP fee (can be calculated as diff between gross and net if not available separately)	The fee charged by the SSP on the impression	This is a figure that must be taken into account in the supply chain matching to compare impression price on the buy and sell side.
DSP	SSP	The SSP, or ID that maps to the specific SSP, that the impression was served through - this may differ by tech provider which will require a mapping to be done	Ensures data can be correctly mapped to the SSP
DSP	Media cost	The amount paid for the impression by the advertiser	This is a figure that must be taken into account in the supply chain matching to compare impression price on the buy and sell side.
DSP	Data cost	The cost of any data that was used to target the impression	This is a figure that must be taken into account in the supply chain matching to compare impression price on the buy and sell side.
DSP	DSP fee	The fee charged by the DSP on the impression	This is a figure that must be taken into account in the supply chain matching to compare impression price on the buy and sell side.
DSP	DSP other fees (tech or data)	Any additional fees applied by the DSP on the impression	This is a figure that must be taken into account in the supply chain matching to compare impression price on the buy and sell side.
<b>New Field/s</b>			
<b>Reserved for new fields such as buyers.json / a transaction ID or similar when adopted</b>			
<b>Non essential fields</b>			
Origin of field: DSP/SSP	Field	Definition	Reason it is useful for matching impressions
DSP/SSP	Creative Type	Whether an impression is video or display	This category can be used to further verify if an impression is matched (optional but useful).
SSP	2nd bid price	The second bid price for an impression; only relevant for audit if a 2nd price auction took place.	Used to confirm that the winning bid price and the gross revenue figures align in the supply chain for the impression based on the auction type.
SSP	Auction type (1st/2nd)	Whether the impression auction was first price or second price	Used to confirm that the winning bid price and the gross revenue figures align in the supply chain for the impression based on the auction type.
SSP	Price floor	The minimum price floor for an impression	Optional: Used to confirm from audit perspective that the winning bid price was not below the price floor when evaluating the flow of cost in the supply chain.
SSP	Exchange or integration type (i.e. EB, Index wrapper etc.)	Description of the exchange or integration type for an auction, i.e. Exchange Bidding, Index wrapper etc.	This category can be used to further verify if an impression is matched (optional but useful). This category is also necessary to evaluate if any fees were being correctly attributed based on the integration type.
SSP	Auction/Transaction type (Open, PMP, PG etc.)	Where auction took place; referring to open market, private market place, private guaranteed etc.	This category can be used to further verify if an impression is matched (optional but useful).
SSP	Winning bid price	Price for the winning bid in the auction	Used to confirm that the winning bid price and the gross revenue figures align in the supply chain for the impression based on the auction type.
DSP/SSP	IAB category	Category of impression from IAB Tech Lab Content Taxonomy	This was put forward in one of the original working group sessions as a field possibly useful for an audit to verify the target category of an impression. More relevant to ad fraud analysis rather than audit of transactional data to understand any value loss in supply chain.
Both	URL	<a href="#">The URL on which impression was served - domain name is required for example www. bbc.co.uk</a> and the full URL is ideal for example <a href="https://www.bbc.co.uk/news/technology-55232790">https://www.bbc.co.uk/news/technology-55232790</a>	It must be verified that the URL is the same at all points in the supply chain to ensure it is the same impression being served
DSP	Any verification tool IDs	A unique identifier for any verification tools that were used for that impression	This would be useful if the audit was linking into verification data sets to confirm costs or to verify if the impression being evaluated was served.

aop

iab.<sup>UK</sup>

IPA

ISBA