

### Additional Information

The following criteria will be of key importance for the selection of the best proposal:

- the general approach of the proposal to cover the needs of the RFP, and the relevant experience / references of the proposer on similar assignments
- the designation of the individuals which are identified in the organization or the individual to perform the service, and their CV and relevant experience
- any reaction / comment / suggestion on the tasks identified in the RFP
- the monetary / commercial terms of the proposal
- any other relevant information which will help evidence the ability of the proposal to perform the services with a high level of quality and reliability, and the commitment of the organization / individual to succeed in this service
- any differentiating competence or experience

# Consulting Agreement

## Frame Contract

between

HbbTV Association  
c/o European Broadcasting Union  
L'Ancienne-Route 17A  
CH-1218 Le Grand-Saconnex – Geneva – Switzerland

*hereinafter referred to as the "Principal"*

and

***Company Name, First Name, Last Name***

***Address***

*hereinafter referred to as "Consultant"*

*(both may be referred to as a "Party" or together as the "Parties")*

## § 1 Subject of the Agreement

- (1) The Principal hereby retains the Consultant as advisor to the Principal on the terms and conditions set forth in this agreement (the "**Agreement**") and the Consultant agrees to serve the Principal in such capacity on the terms and conditions set out herein.
- (2) The Consultant shall more particularly provide support to the Principal in the area of Project Coordination, Marketing, Certification/Testing and RFX-Execution, and more particularly provide support to the Chairs/Vice-Chairs, the Steering Group and the Marketing Group of the Principal.
- (3) The Consultant's tasks and services shall from time to time be agreed between the Parties in the form of specific assignments that shall take the form of project descriptions to be annexed to this Agreement (the "**Assignment**").
- (4) As a principle the Assignments shall be performed by the Consultant's employee **Consultant Name**. Other employees of the Consultant may be entrusted with an Assignment upon the Parties' mutual consent.
- (5) The Consultant shall have no authority to take any commitments or incur any liability towards third parties which would be binding upon the Principal.
- (6) The Consultant shall render all its services to the Principal in strict compliance with all applicable laws, rules and regulations.

## § 2 Compensation

The Consultant shall receive a project related compensation for its services.

The details of the compensation shall be agreed upon on a case by case basis in the project descriptions of the Assignments. Basis is a daily rate of EUR **XXX** per day (status march 2020) excluding the valid VAT (if applicable) and excluding travel expenses.

Travel expenses of the Consultant's employees will be mutually agreed upon prior to travelling. The Consultant's employee shall have the right to the following standing when travelling:

- Hotels: 3-4 Stars Hotels
- Trains: Train tickets not exceeding cost of 2<sup>nd</sup> class
- Flights: Economy Class
- Own car: EUR 0.35 per Kilometer

Right of choosing the most favourable means of travel remains with the Consultant. Unless agreed otherwise, the Consultant is obliged however to invoice the cost of the shortest distances for any given journey.

Compensation of any other expenditures requires prior written approval by the Principal.

Invoicing of the compensation and travel expenses shall be done by the end of the applicable calendar month. Costs for travel expenditure shall be listed separately and shall be properly documented by bills and receipts.

For the avoidance of doubt, it is understood that Consultant will remain solely liable for the payment of any social security, unemployment, pension fund or similar premium to which its employees may be entitled. The Consultant shall further be solely responsible for the filing of any tax returns in relation with its commercial activity.

### **§ 3 Time and place of the performance of the services**

The Parties shall agree in each Assignment, respectively on a case by case basis, on the time and place of the performance of the services.

### **§ 4 Reporting**

The Consultant shall provide the Principal with a written report on his services and results. Reporting may be performed at the choice of the Principal on a monthly basis or on an Assignment per Assignment basis or through *ad hoc* intermediate reports on the work progress.

The contact person of the Consultant with the Principal shall be the chairman of the Steering Group.

### **§ 5 Duration**

This Agreement shall start on **Month, Day**, 2020 and shall be valid for an undetermined period of time.

Each Party may terminate this Agreement, respectively the underlying Assignments, without being required to provide any cause upon a three months prior notice towards the end of a month.

In case of material breach of this Agreement, respectively of an Assignment, by a Party, the other Party may terminate this Agreement at any time without prior notice.

### **§ 6 Conflict of interests**

The Consultant agrees that for the term of this Agreement, it will not directly or indirectly in any form whatsoever engage in any business, which is in conflict with the interests of the Principal in the field of the harmonization of the broadcast and broadband delivery of entertainment services to consumers through connected TVs, set-top boxes and multiscreen devices. In case of a potential conflict of interest between an activity of the Consultant and the Consultant's duties under the present Agreement, the Consultant shall submit the matter to the Principal. The Principal shall then have the right to accept the conflictive activity of the Consultant, to reject it or to terminate the present Agreement.

The Consultant undertakes to bind its employees by clauses having the same effect on them towards the Principal as the present clause.

### **§ 7 Obligation to co-operate**

The Principal is obliged to provide the Consultant with all relevant information and documentation allowing the Consultant to perform its Assignments.

### **§ 8 Confidentiality**

The Consultant shall not disclose any information received by the Principal during its Assignments to any third party independently whether this information is related to the Principal

itself or to the Principal's business or business relations, unless the Principal releases the Consultant from its confidentiality obligation. This Confidentiality obligation shall not expire upon termination of this Agreement but shall remain in force.

Publications and public statements by the Consultant about the Assignments under this Agreement and about the Principal in general require Principal's approval.

The Consultant undertakes to bind its employees by clauses having the same effect on them towards the Principal as the present clause. More generally, when involving third parties the Consultant shall obtain prior written approval from the Principal and shall secure confidentiality commitments from the third parties.

## **§ 9 Intellectual Property**

The Consultant expressly agrees to assign to the Principal all intellectual property rights including copyrights and industrial property rights relating to the assignments defined in this agreement and relating to any works, inventions, process, improvements, models or designs he may create, make, discover, design or suggest, alone or with others and further to sign such documents and generally to do all such acts and things, at the Principal's cost, as may be necessary to vest title in the Principal whether in Switzerland or elsewhere.

All such assignments are made without consideration. The Principal may in its sole discretion decide to grant the Consultant an award for inventions having significant value to the Principal.

## **§ 10 Storage and return of documentation**

The Consultant shall properly store all documentation provided by or related to the Principal and shall not allow third party inspection of such documentation. Provided documentation shall be returned without delay to the Principal at the end of any given Assignment, and in any case upon the termination of this Agreement.

## **§ 11 Other claims**

All claims of the Consultant against the Principal are fully discharged with the payment of the compensations agreed in this Agreement and the relevant Assignments.

## **§ 12 Final Provisions**

Changes and additions of the present Agreement shall only be effective in writing. There shall be no verbal side agreements.

If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to this Agreement to the fullest extent possible. In any event, all other provisions of this Agreement shall remain valid and enforceable to the fullest extent possible.

This Agreement shall be governed by Swiss law.

Any dispute in relation to this Agreement, which the Parties are unable to settle by mutual agreement, shall be submitted to the exclusive jurisdiction of the courts of the Canton of Geneva (Switzerland), subject to appeal to the Swiss Supreme Court in Lausanne (Switzerland).

**The Principal:**

Place, Date:.....

Signature: .....

Name:.....

**The Consultant:**

Place, Date:.....

Signature: .....

Name:.....

Annexes: Assignments under this Agreement, as agreed upon from time to time between the Parties

# Assignment Nr. 1

under the Consulting Agreement HbbTV/XXX dated xxx

## 1. Project: Steering Group PMO

### 1.1 Mission

The general mission of the Steering Group PMO is to support and facilitate the efficient operation of the Steering Group ("SG") and to handle certain non-technical tasks / projects of the Association, which are not handled by one of the working group.

### 1.2 Tasks

The "Steering Group PMO" position includes the following tasks:

- a) Organization of meetings and teleconferences in co-operation with the chair(s)/vice-chair including the creation and distribution of agendas for
  - o Monthly Steering Group teleconferences via GoToMeeting.
  - o Quarterly Steering Group 2-3 days face-to-face meetings in Europe.
  - o Annually General Assembly incl. the SG election organization every other year.
- b) Ensuring that all SG input and output documents are properly delivered and archived.
- c) Taking notes at the meetings and teleconferences, creating minutes, revising those based on comments and publishing the final version.
- d) Working with chairs to get status reports for the Steering Group and to manage getting working group issues on the Steering Group agenda.
- e) Handling action items including communicating new items and following up on completion of old ones.
- f) Communicating the Steering Group minutes to the membership.
- g) Handling of the document management system of the Association
  - o Contract management with the supplier.
  - o New and leaving members handling.
  - o Keeping the organization up-to-date regarding updates of the system.
  - o Organizing or providing regular member trainings.
  - o Support of the chairs and Working Groups with the usage of the system.
- h) Preparation for the SG monthly calls and quarterly meetings with the Steering Group Chair and Vice-Chair and assisting and advising them on the general management of SG and association activities.
- i) Preparing and / or assisting with liaisons and contacts with other similar associations in Europe (mainly) on business matters of mutual interest.
- j) Management input and coordination of occasional ad-hoc projects (e.g. RfPs to certain providers of G&A or IT services,...)
- k) Day to day liaison with the association's administrator, making sure he/she has all required information and is providing Chair and Vice Chair with expected results

### 1.3 Compensation

- As per § 2 of the Consulting Agreement
- estimated effort for is about 1 day per week, invoicing based on T&M

**The Principal:**

Place, Date:.....

Signature: .....

Name:.....

**The Consultant:**

Place, Date:.....

Signature: .....

Name:.....

# Assignment Nr. 2

under the Consulting Agreement HbbTV/XXX dated xxx

## 1. Test and Interoperability Supply Chain Manager

### 1.1 Context Summary

The HbbTV Association allocates a large part of its annual budget to test and inter-operability assets. The development and maintenance of the test suite for HbbTV TV sets and set-top boxes is a continuing activity that is mostly sub-contracted to a small number of experienced suppliers.

There is a more ad-hoc activity developing tools and reference applications that is sub-contracted as appropriate.

The budget for this activity in Fiscal year 20/21 is in excess of 450 k€.

While an excellent technical expertise is applied by voluntary members contributing to the activity and guarantees a good reliability and quality, HbbTV Steering Group wishes to strengthen the management of the whole testing supply chain to provide a better control on costs, capacity and timing of the activity.

### 1.2 Mission

The HbbTV Association therefore wishes to create the role of “Test and Interoperability Supply Chain Manager “ which mission will be to perform the overall management of the supply chain for tests and interoperability tools, towards guaranteeing a smooth and optimized (lead-times, costs, quality, predictability) operation of this supply chain, as well as clear visibility and control.

### 1.3 Tasks

The “Supply Chain Manager” position includes the following routine tasks:

#### 1.3.1 Support the Supplier Evaluation Working Group where appropriate

- Gathering input for RfPs from the HbbTV Working Group that initiated the activity concerned
- Producing new RfPs (based on adapting previous versions)
- Obtaining proposals
- Contributing to evaluation of proposals from competing suppliers
- Contributing to developing recommendations to SG

#### 1.3.2 Support HbbTV working groups who are contracting work to paid suppliers including:

- Gathering input for contracts from the WG concerned
- Adapting previous contracts or reviewing supplier contract & escalating where needed
- Working with WG chairs in developing proposals to the Steering Group (SG)
- Working with the HbbTV administrator to action SG decisions
- Tracking deliveries / time spent on time & materials contracts
- Providing a general contact point for suppliers (filtering and qualifying requests, advising the SG or WG chair on proposed response and direct requests to suppliers by HbbTV WGs)
- Supporting WG chairs with commercially sensitive information that cannot be discussed in the group
- Supporting WG chairs / SG “owners” for a Purchase order with preparation of the required documentation including purchase order submissions, orders and information to approve invoices
- Highlighting when contracts are approaching renewal in good time to avoid delays



## Assignment Nr. 2

under the Consulting Agreement HbbTV/XXX dated xxx

### 1.3.3 General Supply Chain Management tasks including:

- Working with the Testing Group Chair and vice-Chair to maintain an accurate view of the test supply chain (flows and stocks of tests, in different stages) , and making sure accurate dashboards and reports are available
- Monitoring progress with contracts and provide the Testing WG and SG with opinions and alerts (things moving according to plans or not, adequate performance from suppliers, etc;); (NB: no technical assessment on the quality of tests is expected; the expected monitoring and opinions are purely quantitative and from a supply chain point of view)
- Providing projections for future spending regarding Test Material and Test Reviews including working with WG Chairs to identify options for consideration in the annual budgeting process.
- Proactively tracking “rolling” orders e.g. for maintenance contracts
- Supporting the Testing WG on a regular basis incl. monthly reporting with updates regarding contractual information (order volume used up and available still etc.)

## 2. Project: Redmine Admin

HbbTV provides an issue tracker service (Redmine) used for discussions in its working groups and hosts a version control system (Apache Subversion aka SVN) used in the work on the HbbTV Test Suite as well as providing releases of the Test Suite to its members.

HbbTV Redmine and SVN are currently run and administrated by IRT, one of the HbbTV members. However HbbTV is looking into running this with a different host and administrated by HbbTV directly.

The tasks for the admin of these services include:

- Retrieve information from EBU regarding the detailed rights status (access to which internal HbbTV resources) of each company
- Grant and revoke access for employees of member companies
- Setup of new projects in Redmine if required by a working group chair
- Support working group chairs to customize Redmine projects
- Keep contact with the host of the underlying IT services w.r.t. technical, configuration or other issues

For Redmine the admin can perform these tasks from a Web UI.

At the time of issuing this RfP, the access rights for the SVN server are configured via text files which need to be edited and uploaded manually. Credentials are based on the Apache HTTP Servers htpasswd/htaccess tools and the admin needs to support members in generating credentials for the server.

## 3. Compensation

- As per § 2 of the Consulting Agreement
- The running workload for the “Supply Chain Manager” and “Redmine Admin” projects position is estimated at an average of about 2-4 hours weekly
- It is expected that the supplier / individual retained for this assignment will allocate a significantly higher time allowance (i.e. 1 to 2 days a week) in the on-boarding phase (2 to 4 months)

## Assignment Nr. 2

under the Consulting Agreement HbbTV/XXX dated xxx

### The Principal:

Place, Date:.....

Signature: .....

Name:.....

### The Consultant:

Place, Date:.....

Signature: .....

Name:.....