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La Corporación de Radio y Televisión Española S.A., S.M.E. está interesada en la siguiente contratación:

EXPEDIENTE	DESCRIPCIÓN	IMPORTE TOTAL MÁXIMO (IMPUESTOS INCLUIDOS)
S-02997-2026	SERVICIO DE GESTORÍA PARA CORRESPONSALÍA RTVE EN LONDRES	17.220,38 £. (20.000€)

*\*Tipo de cambio a 30 de junio 2026.*

*1.00 EUR = 0,860955 GBP*

### ENVÍO DE PROPUESTAS Y CONSULTAS

Las proposiciones se presentarán antes de fecha indicada en el correo electrónico [licitaciones3@rtve.es](mailto:licitaciones3@rtve.es) (solo para empresas con razón social fuera de España) o en la publicación del **Portal de Licitaciones de RTVE**.

Se adjunta documento con las condiciones técnicas requeridas, Anexo I y Anexo II. Podrá sustituirse el Anexo II por el Deuc (Documento Europeo Único de Contratación)

**Serán rechazadas las ofertas que superen el importe de licitación.**

### CARACTERÍSTICAS DE LA CONTRATACIÓN

**1) Objeto de la contratación:** El presente pliego tiene por objeto la contratación de un servicio de asesoría jurídica especializada en legislación migratoria y administrativa del Reino Unido, para la tramitación de la ampliación, por un periodo adicional de dos años, del visado Overseas Representative Visa del corresponsal de RNE destinado en Londres; así como el asesoramiento y redacción de la cláusula de prórroga del contrato del mismo. Además, el alcance de la contratación incluye asimismo la tramitación de la renovación de los permisos migratorios asociados de sus familiares dependientes, concretamente su cónyuge e hija, vinculados a la autorización principal del corresponsal.

**2) Desglose del precio (impuestos incluidos):** El precio máximo aplicable por el servicio será el que resulte de la adjudicación por el Órgano de Contratación de RTVE, de acuerdo con la oferta económica, realizada según el Anexo I presentado por el adjudicatario.

IMPORTE TOTAL MÁXIMO CONTRATO (IMPUESTOS INCLUIDOS)
<b>17.220,38 £.</b> (20.000 €)

*\*Tipo de cambio a 30 de junio 2026.*

*1.00 EUR = 0,860955 GBP*

El valor estimado del servicio es de 20.000€ (**17.220,38 £**).  
(1.00 EUR = **0,860955 GBP**. A fecha 30 de junio de 2026);

Conceptos	Desglose del precio
En concepto de tasas para la obtención de la documentación	12.000€
Honorarios por la gestión	8.000€
<b>TOTAL</b>	<b>17.220,38 €.</b> <b>(20.000 €)</b>

**Serán rechazadas las ofertas que superen el valor estimado del contrato.**

**3) Duración:** El contrato tendrá vigencia desde su formalización hasta la finalización de los trámites correspondientes para la obtención de la ampliación del visado del corresponsal, así como los de su unidad familiar; y la redacción de la cláusula de prórroga del contrato.

**4) Lugar de ejecución:** El servicio se prestará para la corresponsalía de RTVE en Londres.

**5) Negociación:**

El procedimiento de adjudicación se realizará en dos fases conforme a las siguientes condiciones:

Los licitadores presentarán una propuesta que responda a las especificaciones establecidas en este pliego de condiciones generales y en el pliego de especificaciones técnicas.

Podrán presentar propuestas de negociación en alguno de los siguientes aspectos del contrato:

- Características técnicas o condiciones de desarrollo de la prestación.
- Precios máximos y presupuesto.

**En ningún caso serán objeto de negociación** los siguientes términos del contrato:

- Criterios de valoración de las ofertas.
- Obligaciones previas a la formalización del contrato.
- Formalización del contrato.
- Dirección de los trabajos.
- Devolución de la garantía.
- Condiciones técnicas mínimas indispensables (precisar en su caso).

En esta primera fase se evaluarán las ofertas recibidas, incluyendo las propuestas de negociación.

La Dirección de Compras de RTVE, iniciará una negociación con los licitadores sobre los aspectos susceptibles de negociación previstos en la oferta presentada.

Se negociará con los licitadores las ofertas que éstos hayan presentado para adaptarlas a los requisitos indicados en el presente pliego y en posibles documentos complementarios aportados por RTVE, con el fin de propiciar la presentación de ofertas con mejor relación calidad-precio en segunda ronda, que se adecúe mejor a las necesidades específicas de RTVE.

Durante la negociación, se velará porque todos los licitadores reciban igual trato. En particular, no se facilitará información que pueda dar ventaja a determinados licitadores con respecto al resto.

En la segunda fase, las empresas seleccionadas podrán mejorar su oferta económica, adjudicándose el contrato al licitador que mejor puntuación técnica (incluir o no según cada caso) y económica acumule.

Para la presentación de ofertas en la segunda fase se comunicará a los licitadores a través de la Plataforma de Licitación Electrónica de RTVE o a través de correo electrónico [licitaciones3@rtve.es](mailto:licitaciones3@rtve.es) en el caso de empresas extranjeras, el plazo hasta el que podrán presentar, si lo desean, sus proposiciones de mejora. Una vez finalizado el plazo, la apertura de propuestas se realizará de forma electrónica dando publicidad de todo lo actuado a través de los medios legales establecidos.

#### 6) Criterios de adjudicación del expediente.

La adjudicación del contrato se acordará en base a la mejor relación calidad-precio, de entre aquellas ofertas técnicas que resulten aptas, de acuerdo con a los siguientes criterios de valoración:

**TOTAL PUNTOS: 30 (Valoración técnica) + 70 (Valoración económica) = 100 puntos**

- **Valoración técnica: 30 puntos**

Puntuación técnica automática	Puntuación máxima
Experiencia acreditada de 1 a 2 años del licitador en la prestación de servicios jurídicos especializados en legislación migratoria del Reino Unido para empresas del sector audiovisual, particularmente en procedimiento análogos al objeto del presente contrato.	10
Experiencia acreditada de 2 a 4 años del licitador en la prestación de servicios jurídicos especializados en legislación migratoria del Reino Unido para empresas del sector audiovisual, particularmente en procedimiento análogos al objeto del presente contrato.	20
Experiencia acreditada de más de 4 años del licitador en la prestación de servicios jurídicos especializados en legislación migratoria del Reino Unido para empresas del sector audiovisual, particularmente en procedimiento análogos al objeto del presente contrato.	30
<b>Valoración técnica (puntuación máxima)</b>	<b>30 puntos</b>

#### Definición de los criterios de valoración automáticos:

- Se valorará con un máximo de 30 puntos la experiencia acreditada del licitador en la prestación de servicios jurídicos especializados en legislación migratoria del Reino Unido para empresas del sector audiovisual, particularmente en procedimiento análogos al objeto del presente contrato.

- **Valoración económica: 70 puntos**

La valoración de los puntos asignados al precio, se repartirán conforme a la siguiente fórmula:

$$\text{Puntos oferta X} = \text{PM (Oferta más baja / Oferta X)}$$

Siendo PM la puntuación asignada a las condiciones económicas.

**7) Régimen de pagos:** mediante transferencia bancaria, en un solo pago, tras la emisión por el proveedor de la correspondiente factura, y una vez RTVE haya certificado la correcta ejecución de la contratación.

**8) Condiciones Generales de Contratación:** se especifican en la página Web de RTVE

<https://licitaciones.rtve.es/resources/normativa/contratacion/CGC%20CONTRATOS%20MENORES%20mayo%202024.pdf>

### **Anexo I: PROPUESTA COMERCIAL**

Nombre de la empresa:	CIF o Nº de identificación fiscal:
Dirección postal:	Ciudad/País:
Representante o apoderado de la empresa:	DNI o ID del representante/apoderado:
Correo electrónico:	Nº de teléfono móvil:

**A tal efecto, se compromete a prestarlo con estricta sujeción a todas las condiciones técnicas y legales que se contienen en esta Petición de Oferta, que ha examinado y expresamente acepta, señalando como características de su proposición las siguientes:**

**A. Precio ofertado, expresado con impuestos no incluidos:**

Expediente	IMPORTE OFERTADO CONTRATO (Impuesto incluido)
S-02997-2026 - SERVICIO DE GESTORÍA PARA CORRESPONSALÍA RTVE EN LONDRES	_____ £

**Serán rechazadas las ofertas que superen el importe total máximo de contrato.**

**B. Negociación**

Si desean presentar una propuesta de negociación relativa al punto 5 de este documento, indíquela a continuación.

**C. Propuesta técnica**

Detalle de valoración objetiva técnica	Si o no
Experiencia acreditada de 1 a 2 años del licitador en la prestación de servicios jurídicos especializados en legislación migratoria del Reino Unido para empresas del sector audiovisual, particularmente en procedimiento análogos al objeto del presente contrato.	
Experiencia acreditada de 2 a 4 años del licitador en la prestación de servicios jurídicos especializados en legislación migratoria del Reino Unido para empresas del sector audiovisual, particularmente en procedimiento análogos al objeto del presente contrato.	
Experiencia acreditada de más de 4 años del licitador en la prestación de servicios jurídicos especializados en legislación migratoria del Reino Unido para empresas del sector audiovisual, particularmente en procedimiento análogos al objeto del presente contrato.	

\_\_\_\_\_, \_\_\_\_ de \_\_\_\_\_ de 2026

Firmado: \_\_\_\_\_

## ANEXO II. OFERTA ADMINISTRATIVA.

### MODELO DE DECLARACIÓN RESPONSABLE

D./D<sup>a</sup> ..... (Nombre y dos apellidos). . . . con D.N.I. /NIE número ..... actuando en calidad de apoderado de la empresa.....(nombre o razón social) con NIF ..... y domicilio social en . . . . ., conforme acredita con Poder.

#### DECLARA:

**No incurrir en ninguna de las causas de prohibición para contratar con el sector público del art. 71 LCSP.**

Así mismo, declara **cumplir con todos los requerimientos de solvencia económica, financiera y técnica o profesional definidos en los pliegos:**

- Declara estar al corriente de sus obligaciones fiscales y ante la Seguridad Social. En el caso de ser una empresa no residente en España, declara estar al corriente de estas obligaciones en el país donde tiene su domicilio social y acepta expresamente someterse a la jurisdicción de los Juzgados y Tribunales Españoles de cualquier orden, para todas las controversias que pudieran surgir del contrato, con renuncia expresa al fuero jurisdiccional que pudiera corresponderles.
- En el supuesto de concurrir a la licitación varias empresas se compromete a constituirse formalmente en UTE en caso de resultar adjudicatario.
- Declara cumplir con la Ley General de Discapacidad y Planes de Igualdad de las Empresas, cuando sean de aplicación. El plan de Igualdad deberá estar inscrito en el Registro Laboral correspondiente.

En el caso de que se trate de empresas no obligadas por ley a tener plan de igualdad, el adjudicatario adquiere el compromiso de respetar y garantizar el cumplimiento de los principios de igualdad entre hombres y mujeres.

- Está en disposición de aportar antes de la firma del contrato una auditoría externa de sus sistemas de información para el tratamiento de la información personal, según se especifica en el apartado 2 del Anexo V.

Los siguientes datos se solicitan para la firma electrónica del contrato, en caso de resultar adjudicatario, sobre los apoderados que vayan a firmarlo.

Nombre: ..... , con DNI/NIE nº ....., con correo electrónico..... apoderado de la citada sociedad en virtud de la escritura de poder con el nº ..... de protocolo del notario de ..... D/Dña. ....

Fdo: \_\_\_\_\_

## CONDICIONES TÉCNICAS (OBLIGATORIO)

### 1.- OBJETO:

El presente Pliego Técnico tiene por objeto establecer las condiciones técnicas que regirán la contratación de un servicio de asesoría jurídica especializada en legislación migratoria y administrativa del Reino Unido, para la tramitación de la ampliación, por un periodo adicional de dos años, del visado Overseas Representative Visa del corresponsal de RNE destinado en Londres, dado que su vencimiento está previsto para el próximo 27 de agosto de 2026; así como el asesoramiento y redacción de la cláusula de prórroga del contrato del mismo.

El alcance del contrato incluye asimismo la tramitación de la renovación de los permisos migratorios asociados de sus familiares dependientes, concretamente su cónyuge e hija, vinculados a la autorización principal del corresponsal.

### 2. DESCRIPCIÓN DEL SERVICIO Y CARACTERÍSTICAS TÉCNICAS

- **Asesoramiento jurídico-laboral para la prórroga del contrato**

La persona adjudicataria deberá:

- Asesorar sobre la legislación laboral aplicable en el Reino Unido para garantizar que la ampliación contractual cumple con los requisitos legales locales, y redacción de la correspondiente cláusula de prórroga del vigente contrato.
- **Gestión integral de la ampliación del visado del corresponsal y de los permisos vinculados al mismo de su unidad familiar.**

La persona adjudicataria deberá prestar, como mínimo, los siguientes servicios:

- 1. Análisis preliminar.**
  - Estudio de la situación migratoria actual del corresponsal y de sus familiares dependientes.
  - Revisión de la documentación existente.
  - Verificación de los requisitos legales exigidos por la normativa británica vigente.
- 2. Asesoramiento jurídico especializado.**
  - Asesoramiento continuado en materia de inmigración y residencia en el Reino Unido.
  - Resolución de consultas relacionadas con la renovación de visados.
  - Emisión de recomendaciones técnicas y legales durante el procedimiento.
- 3. Preparación documental.**
  - Identificación de documentación necesaria.
  - Revisión y validación de documentos.
  - Asistencia en la cumplimentación de formularios y anexos.
- 4. Tramitación administrativa.**
  - Presentación telemática o presencial, según corresponda, de las solicitudes de renovación.
  - Gestión de tasas o requisitos administrativos asociados.
  - Seguimiento del expediente ante las autoridades competentes del Reino Unido.

### **5. Gestión de incidencias.**

- Atención a requerimientos adicionales.
- Subsanación documental.
- Asistencia en caso de incidencias o comunicaciones por parte de las autoridades migratorias.

Durante el desarrollo de la prestación del servicio, la persona adjudicataria deberá proporcionar:

- Informe inicial de situación y plan de actuación.
- Relación detallada de documentación requerida.
- Confirmación de presentación de solicitudes.
- Seguimiento periódico del estado de tramitación.

Informe final con resultado del procedimiento.

### **3. REQUISITOS TÉCNICOS DEL ADJUDICATARIO**

La empresa licitadora deberá acreditar:

- Especialización en legislación migratoria del Reino Unido.
- Experiencia contrastada en tramitación de visados y permisos de residencia británicos.
- Conocimiento específico del régimen aplicable a profesionales extranjeros desplazados y representantes de medios de comunicación.
- Capacidad de interlocución en inglés con organismos británicos competentes.

Estas actuaciones requieren experiencia práctica específica en la legislación británica, así como interlocución profesional con las autoridades migratorias del Reino Unido, capacidades de las que carecen los servicios internos de la CRTVE.

Se valorará especialmente experiencia previa en tramitación de visados para organizaciones internacionales, medios de comunicación o corresponsalías.

Corporación de Radio y Televisión Española S.A., S.M.E. is interested in the following contract:

FILE	DESCRIPTION	MAXIMUM TOTAL AMOUNT (TAXES INCLUDED)
S-02997-2026	MANAGEMENT SERVICE FOR RTVE CORRESPONDENCE IN LONDON	<b>17.220,38 £</b> (20.000€)

\*Exchange rate if foreign currency. 30 June 2026.

**1.00 EUR = 0,860955 GBP**

Items	Price Breakdown
In respect of fees for obtaining the required documentation	10.332,06 £. (12.000€)
Professional fees for management services	6.888,4 £. (8.000€)
<b>TOTAL</b>	<b>17.220,38 £.</b> <b>(20.000 €)</b>

#### SUBMISSION OF PROPOSALS AND CONSULTATIONS

Proposals must be submitted before the date indicated in the email [licitaciones3@rtve.es](mailto:licitaciones3@rtve.es) (only for companies with a registered office outside of Spain) or in the publication of the RTVE Bidding Portal (<https://licitaciones.rtve.es>)

Attached are the 'TECHNICAL CONDITIONS (REQUIRED)', ANNEX I: 'MODEL OF COMERCIAL PROPOSITION' and Annex II. Annex II may be replaced by the ESPD (European Single Procurement Document).

**Tenders exceeding the tender amount shall be rejected.**

#### CHARACTERISTICS OF THE CONTRACT

- 1) Purpose of the contract:** The purpose of these specifications is to contract a legal advisory service specialized in United Kingdom immigration and administrative law for the processing of the extension, for an additional period of two years, of the Overseas Representative Visa of the RNE correspondent stationed in London, as well as for the legal advice and drafting of the extension clause of the corresponding contract. Furthermore, the scope of the contract also includes the processing of the renewal of the associated immigration permits for the correspondent's dependent family members, specifically his spouse and daughter, linked to the correspondent's main authorization.
- 2) Price breakdown (VAT INCLUDED):** The maximum price applicable for the service will be that resulting from the award by the RTVE Contracting Authority, in accordance with the economic offer, made according to Annex I presented by the successful bidder.

MAXIMUM TOTAL AMOUNT (TAXES INCLUDED)
<b>17.220,38 £</b> (20.000€)

\*Exchange rate if foreign currency. **30 June 2026.**

**1.00 EUR = 0,860955 GBP**

**3) Duration:** The contract shall enter into force upon its execution and shall remain valid until completion of the procedures required to obtain the extension of the visa of the RNE correspondent, as well as those relating to his family unit, and the drafting of the contractual extension clause.

**4) Place of execution:** The service will be provided for RTVE's London bureau.

**5) Negotiation:**

The award procedure will be carried out in two phases according to the following conditions:

Tenderers shall submit a proposal that complies with the specifications set out in these general terms and conditions and in the technical specifications.

They may submit proposals for negotiations on any of the following aspects of the contract:

- Technical characteristics or conditions for the provision of the service.
- Maximum prices and budget.

**In no case shall the following terms of the contract be subject to negotiation:**

- Evaluation criteria for tenders.
- Obligations prior to the execution of the contract.
- Execution of the contract.
- Direction of the work.
- Return of the guarantee.
- Essential minimum technical conditions (specify where appropriate).

In this first phase, the offers received, including negotiation proposals, will be evaluated.

RTVE's Purchasing Department will initiate negotiations with the tenderers on the aspects subject to negotiation provided for in the tender submitted.

The tenders submitted by the bidders will be negotiated with the tenderers in order to adapt them to the requirements indicated in these specifications and in any additional documents provided by RTVE, with the aim of encouraging the submission of tenders with the best value for money in the second round, which are better suited to RTVE's specific needs.

During the negotiation, it shall be ensured that all tenderers are given equal treatment. In particular, no information shall be provided which may give an advantage to certain tenderers over others.

In the second phase, the selected companies may improve their financial offer, and the contract will be awarded to the tenderer with the best technical (included or not, depending on each case) and financial score.

For the submission of tenders in the second phase, the tenderers will be informed through RTVE's Electronic Tendering Platform of the deadline until which they may submit their improvement proposals, if they wish to do so. Once the deadline has expired, the opening of proposals will be carried out electronically, publicising all the proceedings through the established legal means.

**6) Criteria for the award of the contract:** The contract shall be awarded on the basis of the best value for money among those technical proposals deemed compliant, in accordance with the following award criteria:

**TOTAL POINTS: 30 points(Technical Evaluation) + 70 points (Financial Evaluation) = 100 points**

Automatic Technical Evaluation Criteria	Maximum Score
Proven experience of 1 to 2 years by the bidder in providing legal services specialized in United Kingdom immigration law for companies in the audiovisual sector, particularly in procedures similar to the subject matter of this contract.	10 points
Proven experience of 2 to 4 years by the bidder in providing legal services specialized in United Kingdom immigration law for companies in the audiovisual sector, particularly in procedures similar to the subject matter of this contract.	20 points
Proven experience of more than 4 years by the bidder in providing legal services specialized in United Kingdom immigration law for companies in the audiovisual sector, particularly in procedures similar to the subject matter of this contract.	30 points
<b>Technical Evaluation (Maximum Score)</b>	<b>30 points</b>

- **Definition of Automatic Evaluation Criteria:**

Proven experience of the bidder in providing legal services specialized in United Kingdom immigration law for companies in the audiovisual sector, particularly in procedures similar to the subject matter of this contract, shall be awarded a maximum score of 30 points.

- **Economic conditions (price): 70 points.**

The scoring of the points awarded for price will be distributed according to the following formula:

$$\text{Points bid X} = \text{PM} (\text{Lowest bid} / \text{Bid X})$$

MP being the score assigned to the economic conditions.

**7) Payment system:** by bank transfer, in a single payment, after the supplier has issued the corresponding invoice and once RTVE has certified the correct execution of the contract.

**8) General Terms and Conditions:** these are specified on the RTVE website

<https://licitaciones.rtve.es/resources/normativa/contratacion/CGC%20CONTRATOS%20MENORES%20mayo%202024.pdf>

**COMMERCIAL PROPOSAL**

Company name:	Tax ID Number:
Postal address:	City/Country:
Company representative or proxy:	ID of representative/proxy:
Email:	Mobile phone number:

To this end, the tenderer undertakes to provide the service in strict compliance with all the technical and legal conditions contained in this Request for Tender, which it has examined and expressly accepts, indicating the following as the characteristics of its proposal:

**B. Price offered, expressed net of VAT or other equivalent indirect taxes:**

File	Price offered (Taxes included)
S-02997-2026- MANAGEMENT SERVICE FOR RTVE CORRESPONDENCE IN LONDON	£ _____

**B. Negotiation**

If you wish to submit a negotiating proposal relating to point 5 of this document, please indicate this below. If nothing is indicated, we shall understand that you do not want to negotiate any item.

**C. Propuesta técnica**

Automatic Technical Scoring	Yes or No
Proven experience of 1 to 2 years by the bidder in providing legal services specialized in United Kingdom immigration law for companies in the audiovisual sector, particularly in procedures similar to the subject matter of this contract.	
Proven experience of 2 to 4 years by the bidder in providing legal services specialized in United Kingdom immigration law for companies in the audiovisual sector, particularly in procedures similar to the subject matter of this contract.	
Proven experience of more than 4 years by the bidder in providing legal services specialized in United Kingdom immigration law for companies in the audiovisual sector, particularly in procedures similar to the subject matter of this contract.	

\_\_\_\_\_, \_\_\_\_\_, 2026

**Signature (mandatory)**

Signed \_\_\_\_\_

## TECHNICAL REQUIREMENTS (MANDATORY)

### **1. PURPOSE**

The purpose of these Technical Specifications is to establish the technical conditions governing the procurement of a legal advisory service specialized in United Kingdom immigration and administrative law for the processing of the extension, for an additional period of two years, of the Overseas Representative Visa of the RNE correspondent based in London, as its expiry date is scheduled for 27 August 2026, as well as the provision of legal advice and drafting of the contractual extension clause.

The scope of the contract shall also include the processing of the renewal of the associated immigration permits of the correspondent's dependent family members, specifically his spouse and daughter, linked to the correspondent's main authorization.

### **2. SERVICE DESCRIPTION AND TECHNICAL SPECIFICATIONS**

#### **Employment Law Advice for Contract Extension**

The successful bidder shall:

- Provide advice on the employment legislation applicable in the United Kingdom to ensure that the contractual extension complies with local legal requirements, and draft the corresponding extension clause for the current contract.

#### **Comprehensive Management of the Correspondent's Visa Extension and Associated Permits for His Family Unit**

The successful bidder shall provide, at a minimum, the following services:

##### 1. Preliminary Assessment

- Assessment of the current immigration status of the correspondent and his dependent family members.
- Review of existing documentation.
- Verification of the legal requirements established under current United Kingdom legislation.

##### 2. Specialized Legal Advice

- Ongoing advice on immigration and residence matters in the United Kingdom.
- Resolution of queries related to visa renewals.
- Issuance of technical and legal recommendations throughout the procedure.

##### 3. Documentation Preparation

- Identification of required documentation.
- Review and validation of documents.
- Assistance in completing application forms and supporting annexes.

##### 4. Administrative Processing

- Online or in-person submission, as applicable, of renewal applications.
- Management of associated fees and administrative requirements.
- Monitoring of the application process before the competent United Kingdom authorities.

##### 5. Incident Management

- Handling of additional requests.

- Rectification of documentary deficiencies.
- Assistance in the event of issues or communications from immigration authorities.

During the performance of the service, the successful bidder shall provide:

- Initial status report and action plan.
- Detailed list of required documentation.
- Confirmation of submission of applications.
- Periodic updates on the progress of the process.
- Final report detailing the outcome of the procedure.

### **3. TECHNICAL REQUIREMENTS OF THE SUCCESSFUL BIDDER**

The bidder shall demonstrate:

- Specialization in United Kingdom immigration law.
- Proven experience in the processing of United Kingdom visas and residence permits.
- Specific knowledge of the legal framework applicable to foreign professionals on assignment and media representatives.
- Ability to communicate in English with the relevant United Kingdom authorities.

These activities require specific practical experience in United Kingdom legislation, as well as professional engagement with United Kingdom immigration authorities, capabilities that are not available within the internal services of RTVE.

Previous experience in visa processing for international organizations, media companies, or foreign correspondents shall be particularly valued.

## PROCESSING COMMISSIONING AGREEMENT

IN MADRID, on..... of ..... in .....

### BETWEEN

**DE UNA PARTE, CORPORACIÓN DE RADIO Y TELEVISIÓN ESPAÑOLA, SOCIEDAD ANÓNIMA S.M.E.**, a Spanish entity with registered office at Edificio Prado del Rey, Avda. de Radio y Televisión, 4, Pozuelo de Alarcón (Madrid), and with Tax Identification Number A84818558 (en hereinafter referred to as, **“CONTROLLER”**).

It is represented herein by María Dolores Fernández Ortiz, who acts in her capacity as representative.

**AND**, ....., entity of ..... nationality with registered office at ....., number ....., and provided with Tax Identification Number ..... (hereinafter, **“PROCESSOR”**).

It is represented herein by ....., who acts in its capacity as .....

Both Parties previously and reciprocally recognise each other the legal capacity necessary for the execution of this processing order agreement, in order to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/CE (hereinafter, **“General Data Protection Regulation”** or **“RGPD”**) and, to the Organic Law 3/2018, of 5 December, on the Protection of Personal Data and Guarantee of Digital Rights (hereinafter, LOPD-GDD) and the implementing regulations, the Parties have decided to formalise this processing commissioning agreement (hereinafter, **“the Agreement”**), in which the PROCESSOR is authorised to process, on behalf of the CONTROLLER, the personal data necessary to provide the service of “legal assistance for RTVE in Italy” and which shall be governed by the following terms and conditions:

## CONTRACTUAL CONDITIONS FOR THE PROCESSING OF PERSONAL INFORMATION

1.-The PROCESSING CONTROLLER makes available to the PROCESSOR the data or information contained in the systems or documentation indicated below, which shall be processed respecting all the conditions defined in the RTVE Privacy Control Framework:

- JUDICIAL FILE- CASE FILE No. 42165/2022 ITALIAN GENERAL REGISTER

The processing shall consist of:

- Legal defence of CRTVE's interests in the case indicated
- Access to the data contained in the above-mentioned files

The groups concerned are:

- CRTVE staff identified in the case files indicated
- Managers of the area involved in the case

Specifically, the processing operations to be carried out are the following: collection, recording, structuring, storage, retrieval, consultation, communication, transmission, dissemination, interconnection, cross-checking.

The commissioning includes the processing of data that require DPIA, or contain sensitive data, or belong to vulnerable groups: **NO**

2.- The PROCESSOR and all its staff undertake to:

- a) Comply with the requirements established in section 1 of article 32 of the RGPD, using information systems of medium or high category of the National Security Scheme for data processing that require DPIA, or contain sensitive data, or belong to vulnerable groups, and of basic category for processing that does not comply with any of these assumptions.

Accreditation of compliance with these requirements shall be carried out:

- For information systems with medium or high categories, it shall be carried out by means of a formal audit procedure which, on an ordinary basis, verifies compliance with the requirements contemplated in the Scheme, at least every two years. This audit shall be carried out in accordance with the provisions of Article 34 and Annex III of Royal Decree 3/2010, of 8 January.
- For basic category information systems, by means of a declaration of responsibility confirming that they have a self-assessment which, on an ordinary basis, verifies compliance with the requirements contemplated in the Scheme, at least every two

years. This self-assessment shall comply with the provisions on auditing in Article 34 and Annex III of Royal Decree 3/2010, of 8 January. This self-assessment may be carried out by the same personnel who administer the information system or by whom they may delegate.

The security measures may be replaced by compensatory measures, provided that they can be justified as being equivalent or better to the controller.

The PROCESSOR shall provide proof of compliance with these requirements when requested to do so by the DATA CONTROLLER and in any case before signing the contract. If the processor does not provide proof of compliance with the requirements before signing the contract, the contract will not be formalised.

- b) Use the personal data undergoing processing, or those collected for their inclusion, only for the purpose of this order. Under no circumstances may it use the data for its own purposes.
- c) Process the data in accordance with the instructions of the DATA CONTROLLER. If the data processor considers that any instructions are in breach of the General Data Protection Regulation or any other Union or Member State data protection provisions, the PROCESSOR shall immediately inform the controller.
- d) keep, in writing, a record of all categories of processing activities carried out on behalf of the DATA CONTROLLER, containing:
  1. the name and contact details of the processor(s) and of each controller on whose behalf the processor is acting and, where applicable, of the controller's or processor's representative and of the data protection officer.
  2. The categories of processing operations carried out on behalf of each controller.
  3. Where applicable, transfers of personal data to a third country or international organisation, including the identification of that third country or international organisation and, in the case of transfers to in the second subparagraph of Article 49 (1), of the GDPR, documentation of appropriate safeguards.
  4. A general description of the technical and organisational security measures taken by the PROCESSOR in order to ensure the protection of personal data and the privacy of the data processed by the PROCESSOR and that such measures are proportionate and appropriate to the risk identified and ensure compliance with Art. 32 and Recitals 81 and 83 of the GDPR. This should include, among others:
    - Pseudonymisation and encryption of personal data.
    - The ability to ensure the continued confidentiality, integrity, availability and resilience of processing systems and services.

- The ability to restore availability and access to personal data quickly in the event of a physical or technical incident.
- The process of regular verification, evaluation and assessment of the effectiveness of technical and organisational measures to ensure the security of the processing.

e) Not to communicate the data to third parties except with the express authorisation of the data controller, in the legally admissible cases.

The PROCESSOR may communicate the data to other data processors of the same data controller, in accordance with the instructions of the data controller. In this case, the data controller shall identify, in advance and in writing, the entity to which the data must be communicated, the data to be communicated and the security measures to be applied in order to proceed with the communication.

If the PROCESSOR must transfer personal data to a third country or to an international organisation, pursuant to applicable Union or Member State law, it shall inform the data controller of this legal requirement in advance, unless such law prohibits it for important reasons of public interest.

f) The PROCESSOR shall avoid, whenever possible, subcontracting the services forming part of the object of this contract that involve the processing of personal data.

If it is necessary to subcontract any processing, this fact must be communicated in advance and in writing to the CONTROLLER, 10 days in advance, indicating the processing to be subcontracted and clearly and unequivocally identifying the subcontracting company and its contact details. Subcontracting may be carried out if the data controller does not express his/her opposition. Under no circumstances may international data transfers be made outside the European Economic Area. If it is strictly necessary, the PROCESSOR will inform the CONTROLLER, prior to the processing, and it must be previously authorised expressly and in writing.

The subcontractor, who shall have the status of data processor, is also obliged to comply with the obligations established in this contract for the data processor and the issued by the data controller. It is the responsibility of the initial processor to regulate the new relationship in such a way that the new processor is subject to the same conditions (instructions, obligations and security measures) and the same formal requirements as the initial processor, as regards the proper processing of personal data and the guarantee of the rights of the data subjects. In the event of non-compliance by the sub-processor, the initial processor shall remain fully liable to the controller for compliance with the obligations. More specifically, the PROCESSOR, shall be fully liable for the services provided by the subcontractor, and shall therefore be responsible for coordinating and supervising the subcontractor.

- g) Maintain the duty of secrecy with respect to the personal data to which it has had access by virtue of this assignment, even after its purpose has ended.
- h) Ensure that the persons authorised to process personal data undertake, expressly and in writing, to respect confidentiality and to comply with the corresponding security measures, of which they must be duly informed.
- i) Keep at the disposal of the data controller the documentation accrediting compliance with the obligation established in the previous section.
- j) Guarantee the necessary training in the protection of personal data of the persons authorised to process personal data.
- k) When the data subjects exercise their rights of access, rectification, erasure and objection, limitation of processing, data portability and the right not to be subject to automated individualised decisions before the data processor, the data processor must communicate this by e-mail to the address [protecciondedatos@rtve.es](mailto:protecciondedatos@rtve.es). The communication must be made immediately and in no case later than the following day following receipt of the request, together, where appropriate, with other information that may be relevant for resolving the request.
- l) It is the CONTROLLER's responsibility to provide the right to information at the time of data collection.
- m) The PROCESSOR shall notify the CONTROLLER, without undue delay, and in any event no later than 48 HOURS, and through [protecciondedatos@rtve.es](mailto:protecciondedatos@rtve.es), of any breach of security of the personal data under its care of which he/she becomes aware, together with all relevant information for the documentation and communication of the incident.  
Notification shall not be required where such a breach of security is unlikely to constitute a risk to the rights and freedoms of natural persons.  
If available, at least the following information shall be provided:
  - A description of the nature of the personal data breach, including, where possible, the categories and approximate number of data subjects affected, and the categories and approximate number of personal data records affected.
  - The name and contact details of the data protection officer or other point of contact where further information can be obtained.
  - A description of the possible consequences of the personal data breach.

- A description of the measures taken or proposed to be taken to remedy the personal data breach, including, where appropriate, measures taken to mitigate possible negative effects.
  - If and to the extent that it is not possible to provide the information simultaneously, the information shall be provided in a phased manner without undue delay.
- n) Support the CONTROLLER in carrying out data protection impact assessments, where appropriate.
- o) Support the CONTROLLER in carrying out prior consultations with the supervisory authority, where appropriate.
- p) Make available to the CONTROLLER all the information necessary to demonstrate compliance with his/her obligations, as well as for the performance of audits or inspections carried out by the controller or any other auditor authorised by him/her.
- q) Information security measures shall:
- Ensure the continued confidentiality, integrity, availability and resilience of processing systems and services.
  - Restore availability and access to personal data promptly in the event of a physical or technical incident.
  - Implement Pseudonymisation and encryption of personal data, where appropriate.
  - Allow for regular verification, evaluation and assessment of the effectiveness of such measures to ensure the security of the processing.
  - Provide for information security controls and measures, both technical and organisational. The applicability of these controls or measures shall be in accordance with the assignment and compliance with the GDPR. Such controls and measures shall be appropriate to the type of data to be protected in accordance with that indicated in section a) above.
- r) Have a protocol for action and communication to the CONTROLLER, by the PROCESSOR, when there are security breaches affecting the commissioned processing.
- s) Have a procedure so that the data protection and privacy audit reports in relation to the processing entrusted can be provided to the CONTROLLER in the event that the CONTROLLER requires them.

- t) It shall carry out appropriate risk analyses of the commissioned processing and have in place an information security risk treatment plan taking into account the risks presented by the commissioned data processing, in particular as a result of the accidental or unlawful destruction, loss or alteration of, or unauthorised disclosure of or access to, personal data transmitted, stored or otherwise processed. Such risk treatment plan shall be reviewed and updated every two years or at shorter intervals.
  
- u) Appoint a data protection officer and, in case he/she is required by RTVE, communicate his/her identity and contact details.
  
- v) Return the personal data and, if appropriate, the supports where they are stored, to the Processor appointed in writing by the CONTROLLER, once the service has been rendered. La devolución debe comportar el borrado total de los datos existentes en los equipos informáticos utilizados por el encargado.  
However, the PROCESSOR may keep a copy, with the data duly blocked, for as long as liability may arise from the performance of the service.

The assignment agreement shall be valid for the same duration as the contact signed with the PROCESSOR, including its extensions, if applicable.

**AND IN WITNESS THEREOF**, the Parties hereto agree to the present Agreement and sign all its pages in duplicate and to a single effect, at the place and on the date indicated in the heading.

**María Dolores Fernández Ortiz**

.....

**DATA CONTROLLER**

**DATA PROCESSOR**