

RCloud Tasking Form – Part A: Task Overview

1. Project Title and Return Deadline

Top Level Budget (TLB)	jHub, UK Strategic Command
Title of Requirement	705569450 - Project Cayenne – Clinical Trial for Non-Freezing Cold Injury (NFCI)
Requisition No.	0061406553
Tasking Form Version	1.2

2. Primary Contact

Name	██████
E-mail Address	██████
Telephone Number	██████

3. Summary of Task Information

Key Dates / Contract Duration	Contract Start Date	10/08/2023
	Contract End Date	10/08/2026
Highest Security Classification¹	Tasking Form (including supporting documentation)	Official - Sensitive
	Work to be undertaken:	Official
	Deliverables / Outputs:	Official

¹ Further details of security classification and the full requirements can be found at the Gov.UK website at: <https://www.gov.uk/government/publications/security-policy-framework>.

Pricing Mechanism	Firm
Pricing and payment Notes:	<ul style="list-style-type: none"> The Supplier has provided a Firm price against the proposed payment plan, as detailed within Annex A to Tasking Form (Part B) – Statement of Requirements All prices are ex-VAT and in GBP. All payments shall be made in arrears. A breakdown of Payments was provided by the Supplier within RCloud Tasking Form (Part C) – Task Response Form. Quarterly Progress Payments (1-11 inclusive) payments are due upon Authority acceptance of Quarterly Progress Report at the Quarterly Review Meeting. The Final Report Milestone Payment will be due upon confirmation of Trial Completion and Authority acceptance of the Final Report.
Intellectual Property Rights (IPR)	<p>R-Cloud Annex A IPR T&C's apply.</p> <p>If any non-standard IP rights are required, this is set out in this tasking form, (Part B, section 1.6). See also Schedule 3, Annex A par 1.2, 12(d) and 12(g) of the RCloud Terms and Conditions.</p> <p>A Full Rights version is required for each deliverable (par 9). Document marking requirements are set out in this tasking form (par 17).</p> <p>All deliverable information is to be delivered in Full Rights version(s), except information that is clearly identified by the Supplier as being Background IP, and where the Authority agrees in writing that it can be delivered only in Limited Rights version(s).</p>
Cyber Risk Level	Not applicable
Cyber Risk Assessment (RA) Reference²	<p>RAR-431662664 – Please note the Cyber Risk Level has been assessed as “Not Applicable”</p> <p>The Supplier shall comply with Condition 4 (Cyber) and the associated DEFSTAN 05-138 in accordance with Annex A to Tasking Form (Part A) – Additional Terms and Conditions,</p>
Research Worker Forms	Not Required
Research Worker Form Process	Not Applicable

Additional Terms and Conditions

² If stated, a Cyber Risk Assessment (RA) must be completed by the successful bidder before a contract can be awarded. Further information can be found at <https://suppliercyberprotection.service.xgov.uk>

Please refer to “705569450 - Project Cayenne -Annex A to Tasking Form (Part A) – Additional Terms and Conditions”

4. Supporting Documentation

Supporting documents	Description
Annex A to RCloud Tasking Form (Part A Task Overview) - Additional Terms and Conditions	Additional Terms and Conditions
Annex B to RCloud Tasking Form (Part A Task Overview) – Limiting a Contractor’s Liability	Limiting a Contractor’s Liability
Amdt 2 RCloud Tasking Form (Part B Statement of Requirement)	Statement of Requirement
Annex A to Amdt 2 RCloud Tasking Form (Part B Statement of Requirement) Payment Plan	Milestone Payment Plan
Annex B to Amdt 2 RCloud Tasking Form (Part Statement of Requirement) -Technical Summary	Supplier Technical Summary
Schedule 5 – Personal Data Particulars	Personal Data Particulars

ANNEX 1: SPECIAL NOTES AND INSTRUCTIONS TO TENDERERS

The contents of the RCloud Tasking Form and subsequent instructions must not be disclosed to unauthorised persons and must be used only for the purposes of responding.

In addition to the R-Cloud Agreement Terms and Conditions and R-Cloud Tasking Form, the following shall also apply:

1. Submission of the proposal

- 1.1 Your proposal should be returned via R-Cloud Portal, ensuring individual documents are uploaded to the coherent area of R-Cloud, unless otherwise agreed with the Authority in writing.
- 1.3 Documents should arrive no later than the date stated at Part A (Section 1). Any responses after this time may not be considered for assessment.
- 1.4 As part of the Tenderers response:
 - Tenderers are required to provide a full breakdown of the prices proposed for the requirement as per the SOR, utilising the rates which are to be used under RCloud .(version 4)
 - The Tenderer must clearly state in the response any Third Party or Company owned background Intellectual Property (IP) that is proposed to be used in undertaking this task.
 - The Authority reserves the right to reject any proposal which includes Background IP, or 3rd party IP in the deliverables where that IP may need to be withheld and therefore limiting the Authorities ability to exploit the deliverables.
 - The Tenderers response must detail the proposed split between Contractor, partners and sub-Contractors (if applicable) in terms of both effort and finance (percentage and value).
 - Technical and commercial proposals must be separated into 2 individual documents, ensuring there are no commercial elements contained within technical responses.

2. Communication and Clarification

- 2.1 All communications including approaches for technical and commercial information and clarification must be made via the Task Primary Contact (as identified at Part A (Section 2)).
- 2.2 Responses to clarification questions will be answered in writing as soon as practicable after receipt.
- 2.3 The Authority may wish to seek, where appropriate, further clarification of the proposal, including technical expertise in the form of a written response, presentation and/or Contractor visit.

3. Evaluation Process

- 3.1 The proposal will be assessed for commercial compliance using the criteria set out in Part B of the Tasking Form.
- 3.2 The proposal will be individually reviewed by a Technical Evaluation Panel using the technical evaluation criteria and marking scheme set out in Annex C to the Tasking Form.

4. Task Timetable

- 4.1 All dates associated with this Task may be subject to change, any changes will be communicated using the notification process in the RCloud Portal.

5. Disclaimer

- 5.1 The placing of any contract will depend upon consideration of the proposal received and the Authority reserves the right, if necessary, not to place any contract as a result of this Task. Any expenses incurred by the bidder during the Tasking Procedure will remain the liability of the bidder.
- 5.2 Whilst every care has been taken to ensure that the data and information contained within this Tasking Form is valid, the Authority does not warrant the accuracy of the information and data contained therein. At any time prior to the deadline for receipt, the Authority may amend the Task documents. Any such amendment will be notified via the RCloud Portal. In order to provide reasonable time in which to take the amendment into account in preparing your proposal. The Authority may, at its discretion, extend the deadline for receipt.
- 5.3 Save as set out in PPN 01/22, the Authority will not be accepting Tenders that:
- a. contain any Russian/Belarussian products and / or services; and/or
 - b. are linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:
 - (1) registered in the UK or in a country with which the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement; and / or
 - (2) which have significant business operations in the UK or in a country the UK has a relevant international agreement with reciprocal rights of access in the relevant field of public procurement.

Tenderers must confirm in writing that their Tender, including any element that may be provided by any part of the Contractor's supply chain, does not contain any Russian/Belarusian products and/or services.

Tenderers must include provisions equivalent to those set out in this clause in all relevant Sub-Contracting Arrangements.

ANNEX 2: MARKING REQUIREMENTS FOR DELIVERABLES COMPRISING TECHNICAL INFORMATION

The table below sets out the required markings for the front page of all deliverable reports, presentations and other deliverable documents. This is in addition to ending the document with the [report documentation page](#), and other requirements set out in the [defence research report specification](#). For software and data files, the text should be included in a licence.txt file in a top level folder alongside those files.

Please also refer to Schedule 3, Annex A (IPR Terms) of the RCloud Agreement Terms and Conditions.

Markings required for Full Rights version	Markings required for Limited Rights version
<p>Conditions Of Supply – Full Rights</p> <p>This document is supplied in confidence to the Authority in accordance with Contract Ref [705569450 - <i>Project Cayenne – Clinical Trial for Non-Freezing Cold Injury (NFCI)</i>]. (See Note 1) The document comprises information proprietary to [Supplier name(s)] and whose unauthorised disclosure may cause damage to the interests of [Supplier name(s)]. (see note 2)</p> <p>The document is supplied to MOD as a FULL RIGHTS VERSION and, except with the prior written permission of [Supplier name(s)], MOD's rights of use and dissemination in the document are limited to those set out in that Condition and the Contract for the use of Full Rights Versions of Technical Deliverables.</p> <p>Requests for permission for wider use or dissemination should be made to the relevant [Supplier name(s)] Account Manager. (see note 3)</p> <p>The Authority, for the purposes of clause 12 of Schedule 3, Annex A of the RCloud Agreement Terms and Conditions is ["the MOD.", or "any UK Government Department."] (see note 4)</p> <hr/> <p>(include the following text <u>only if it is applicable</u> – see note 5)</p> <p>Right to Publish: The Authority has the right to share or publish any material from this document in accordance with Schedule 3, Annex A, clauses 12(g) and 18.1 of the RCloud Agreement Terms and Conditions.</p>	<p>Conditions Of Supply – Limited Rights</p> <p>This document is supplied in confidence to MOD in accordance with Contract Ref [ABC/1234, task XYZ/9876]. (See note 1) The document comprises information proprietary to [Supplier name(s)] and whose unauthorised disclosure may cause damage to the interests of [Supplier name(s)]. (see note 2)</p> <p>The document is supplied to MOD as a LIMITED RIGHTS VERSION and, except with the prior written permission of [Supplier name(s)], MOD's rights of dissemination of the document are limited to UK government departments and to service providers under the terms of Schedule 3, Annex A, Clause 14 of the RCloud Agreement Terms and Conditions.</p> <p>Requests for permission for wider use or dissemination should be made to the relevant [Supplier name(s)] Account Manager. (see note 3)</p>

Notes:

1. This must always be the Authority's contract reference.
2. Include name of the rights owner(s), for example: supplier name, sub-contractor name(s) or a combination, as appropriate.
3. If conditions other than the RCloud Agreement Terms and Conditions apply to third party information included in reports subject to the RCloud Agreement Terms and Conditions, then this should be clearly indicated.

4. The MOD always has full rights in Full Rights versions, however in some cases the Tasking Form may indicate that for one or more deliverables, specified other government department(s) (or indeed all of them) also have rights. In this situation, as set out in Schedule 3, Annex A clause 1.2 of the RCloud Agreement Terms and Conditions, the recipient of Full Rights includes those other UK government department(s), and they have rights under Schedule 3, Annex A, clause 12 (as well as several other clauses). The statement identifying the Authority must always include or encompass the MOD.

5. In some cases the Tasking Form may indicate that for one or more deliverables, the Authority requires the right to publish the Full Rights version. In this situation, as set out in Schedule 3, Annex A clauses 12(g) and 18.1 of the RCloud Agreement Terms and Conditions, the Authority has the right to freely share, publish, licence and open source the document or any information within it, subject to acknowledging the supplier's copyright. In most cases, this situation will not apply, and this paragraph should be omitted.