

RCloud Tasking Form - Part A: Task Overview

1. Project Title and Return Deadline

Top Level Budget (TLB)	Redacted under FOI Exemption

Title of Requirement	UK-France PhD 2023 Call
Requisition No.	RQ0000016216
Tasking Form Version	1.1
Deadline for Clarification Questions	20/10/2022
Return Deadline	31/10/2022

2. Primary Contact

Name	Redacted under FOI Exemption
E-mail Address	Redacted under FOI Exemption
Telephone Number	Redacted under FOI Exemption

3. Summary of Task Information

Key Dates / Contract Duration	Anticipated Start Date	02/10/2023
	Anticipated End Date	01/10/2027
Highest Security Classification ¹	Tasking Form (including supporting documentation)	Reducted under PC De
	Work to be undertaken:	Reducted under PO1 to
	Deliverables / Outputs:	Reducted under FOI Exert
Pricing Mechanism	Reda ded under	

Redacted under FOI Exemption



R-Cloud Annex A IPR T&C's apply.

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.

A Full Rights version is required for each deliverable (par 9). Document marking requirements are set out in this tasking form (par 17).

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).

Are the University Deliverables subject to IPR that has been exclusively, or part funded by Private Venture, Foreign Investment, or otherwise than by Authority funding?" (Please provide a Yes/No Response) – aka "Background IP"

If the answer is "YES", then the University is required to provide further details as followings:

IPR Restrictions

- 1. You must complete and attach DEFFORM 711 (Notification of Intellectual Property Rights (IPR) Restrictions) as part of your Tender. You must provide details of any information / technical data that is deliverable or delivered under the Contract where it is, or may be, subject to any IPR restrictions (or any other type of restriction which may include export restrictions) affecting the Authority's ability to use or disclose the Information / technical data in accordance with the conditions of any resulting Contract. You must also identify any Contractor Deliverables subject to IPR which have been funded exclusively or in part by private venture, foreign investment or otherwise than by the Authority.
- 2. In particular, you must identify:
- a. any restriction on the provision of information to the Authority; any restriction on disclosure or the use of information by, or on behalf of, the Authority; any obligations to make payments in respect of IPR, and any Patent or Registered Design (or application for either) or other IPR (including unregistered Design Right) owned or controlled by you or a Third Party;
- b. any allegation made against you, whether by claim or otherwise, of an infringement of Intellectual Property Rights (whether a Patent, Registered Design, unregistered Design Right, Copyright or otherwise) or of a breach of confidence, which relates to the performance of any resultant Contract or subsequent use by or for the Authority of any Contractor Deliverables
- c. the nature of any allegation referred to under sub-paragraph 2.b., including any obligation to make payments in respect of the Intellectual Property Right of any confidential information; and / or
- d. any action you need to take, or the Authority is required to take to deal with the consequences of any allegation referred to under sub-paragraph 2.b.
- 3. You must provide the Authority with details of every restriction and obligation referred to in paragraphs 1 and 2. The Authority will not

Intellectual Property Rights (IPR)



	or as otherwise agreed un provide, on request, any info under Section 2 of the Defen	Explanatory Notes for further
Cyber Risk Level		Redacted under FOTE xemption
Cyber Risk Assessment (RA) Reference ²		Reducted under FOI Exemption
Research Worker Forms		Required
Research Worker Form Process		RWFs to be uploaded with the Tasking Form or on award?

Additional Terms and Conditions (if applicable)	
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4. Supporting Documentation

Supporting documents	All supporting documentation will be published in the RCloud Portal, unless otherwise stated below.
Statement of Requirement	[See the RCloud Portal]
Security Aspects Letter	Not Applicable
Research Worker Form	[See the RCloud Portal]

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





Statement Relating to Good Standing	[See the RCloud Portal]
DEFFORM 711	[See the RCloud Portal]



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.

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.

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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.



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 <u>report documentation page</u>, and other requirements set out in the <u>defence research report specification</u>. 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 Conditions Of Supply - Full User Rights Conditions Of Supply – Limited Rights This document is supplied in confidence to the Authority in This document is supplied in confidence to accordance with Contract Ref RQ0000016216, The accordance with Contract Ref RQ0000016216, The document comprises information proprietary to [Supplier document comprises information proprietary to name(s)] and whose unauthorised disclosure may cause [Supplier name(s)] and whose unauthorised disclosure damage to the interests of [Supplier name(s)]. (see note 2) may cause damage to the interests of [Supplier name(s)]. (see note 2) The document is supplied to as a FULL USER RIGHTS VERSION and, except with the prior written The document is supplied to as a LIMITED permission of [Supplier name(s)], rights of use and RIGHTS VERSION and, except with the prior written dissemination in the document are limited to those set out in permission of [Supplier name(s)], rights of that Condition and the Contract for the use of Full Rights dissemination of the document are limited to UK Versions of Technical Deliverables. government departments and to service providers under the terms of Schedule 3, Annex A, Clause 14 of Requests for permission for wider use or dissemination the RCloud Agreement Terms and Conditions. should be made to the relevant [Supplier name(s)] Account Manager. (see note 3) Requests for permission for wider use or dissemination should be made to the relevant [Supplier name(s)] The Authority, for the purposes of clause 12 of Schedule 3, Account Manager. (see note 3) Annex A of the RCloud Agreement Terms and Conditions is Redacted under FOI Exemption (include the following text only if it is applicable - see note 5) 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.

Notes:

- 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.
- 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 advantage 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

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under Schedule 3, Annex A, clause 12 (as well as several other clauses). The statement identifying the Authority must always include or encompass the

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.