

RCloud Tasking Form – Part A: Task Overview

1. Project Title and Return Deadline

Top Level Budget (TLB)	Defence, Science and Technology Laboratory (Dstl)
Title of Requirement	Active Stabilisation Capability Assessment data
Requisition No.	1000168973
Tasking Form Version	1.1
Deadline for Clarification Questions	26/11/2021
Return Deadline	03/12/2021

2. Primary Contact

Name	Redacted under FOIA exemption
E-mail Address	Redacted under FOIA exemption
Telephone Number	Redacted under FOIA exemption

3. Summary of Task Information

Key Dates / Contract Duration	Anticipated Start Date	20/12/2021
	Anticipated End Date	31/03/2022
Highest Security Classification¹	Tasking Form (including supporting documentation)	Official - Sensitive
	Work to be undertaken:	Official - Sensitive
	Deliverables / Outputs:	Official - Sensitive
Pricing Mechanism	Firm	

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>.

Intellectual Property Rights (IPR)	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).
Cyber Risk Level	Very low
Cyber Risk Assessment (RA) Reference²	877926413
Research Worker Forms	Required
Research Worker Form Process	Please complete and return a research workers form for each key individual who shall be engaged in delivering this project.

Additional Terms and Conditions (if applicable)
• <u>“White Board” Options Condition (Section 1.3 of Task Form Part B):</u> 1. In addition to the Research and Development Services detailed in Section 1.2 of Task Form Part B, the Contractor hereby grants to the Authority the irrevocable “white board” options detailed at Section 1.3 of Task Form Part B to undertake additional Research and Development Services in accordance with the terms and conditions set out in R-Cloud V4 and this Task Form, it being agreed that the Authority has no obligation to exercise such options. These options are unpriced. 2. The Authority shall have the right to exercise any of the “white board” options detailed at Section 1.3 of Task Form Part B by no later than the final completion date referenced in Part B. Should the Authority wish to exercise any of the “white board” options detailed at Section 1.3 of Task Form Part B, Dstl Commercial Services will request a priced quotation from the Contractor for the specific “white board” option. 3. Should the Authority exercise the “white board” option, Dstl Commercial Services and the Contractor shall jointly agree dates for completion of Deliverables. Following agreement, Dstl Commercial Services will issue a formal Task Amendment. 4. The Authority shall not be obliged to exercise the option. • <u>Intellectual Property</u>

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>

1. DSTL sets out to confirm that DSTL/MOD may wish to share deliverable information in future defence contracts; full rights versions of deliverables has been specified within Section 1.6 of Task Form Part B

- Security Aspects Letter

1. The Terms at Annexes A onwards of the attached Security Aspects Letter will apply to this task. (Titled: "20211014-1000168973-SAL_Tender-v1.0")

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	[See the RCloud Portal]
Research Worker Form	[See the RCloud Portal]
[Other]	Not Applicable

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.

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
Conditions Of Supply – Full Rights This document is supplied in confidence to the Authority 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) 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. Requests for permission for wider use or dissemination should be made to the relevant [Supplier name(s)] Account Manager. (see note 3) 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) (include the following text <u>only if it is applicable</u> – 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.	Conditions Of Supply – Limited Rights 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) 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. Requests for permission for wider use or dissemination should be made to the relevant [Supplier name(s)] Account Manager. (see note 3)

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.