

TASKING AUTHORISATION FORM (TAF)**REQUEST FOR QUOTATION:** Please complete box 12 and 13 only

1. Contractor: Roke Manor Research Limited Roke Manor Old Salisbury Lane Romsey Hampshire SO51 0ZN		2. From: Defence Equipment & Support Space Delivery Team Spruce 2B, #1261 MOD Abbey Wood Bristol BS34 8JH	
3. Contract No: 70001091	4. Task No: 1	5. Issue No. 1	
6. Title and Description of Task (including delivery details): 70001091-5 Core: Lot 5 Visual Navigation - will provide a technology that offers navigation by utilising the processing of visual information. It has been expanded beyond the initial directed focus on Visual Odometry. It will also include Visual Simultaneous Location and Mapping (SLAM), and Visual Feature mapping, or similar techniques. There is no limitation on the type of visual sensor being used, therefore including monocular and stereo, as well as Low-light, thermal, infra-red and similar. Visual navigation is the automated use of camera outputs to estimate the movement of the platform through an environment, by identification and recognition of features. It should be able to accurately estimate both the distance travelled and changes in direction and elevation to update position as time progresses. Option: Demonstrate the solution (Concept Demonstrator) in the Contractor's own representative environment.			
7. The Contractor is requested to provide a Firm Price quotation for the requirement detailed above. Your FIRM price should be calculated IAW Clause 24 of the Contract.			
8. Name of Requesting Authority Project Manager: Amanda Mchugh			
9. Signature of Requesting Authority Project Manager: Amanda Mchugh			
10. Date of Request: 07/04/2021			
11. Requesting Authority Project Team: Spaced Based PNT			

PART 2- RESPONSE (To be completed by the Contractor)**12. Price Breakdown:**

Grade	Roke FY	Days	Rate	Price
Senior Consultant	20/21	[redacted]	[redacted]	[redacted]
Project Manager	20/21	[redacted]	[redacted]	[redacted]
Consultant/Senior Engineer/Analyst	20/21	[redacted]	[redacted]	[redacted]
Engineer/Analyst	20/21	[redacted]	[redacted]	[redacted]
Senior Consultant	21/22	[redacted]	[redacted]	[redacted]
Project Manager	21/22	[redacted]	[redacted]	[redacted]
Consultant/Senior Engineer/Analyst	21/22	[redacted]	[redacted]	[redacted]
Engineer/Analyst	21/22	[redacted]	[redacted]	[redacted]
T&S				[redacted]
Materials				[redacted]
Total Price				[redacted]

Payment Milestones (Core):

Payment Milestone Ref	Description/Deliverable	Due Date	Value £
PM1	M1.1 Enhanced sensor available	3 months	[redacted]
PM2	M1.3 Software Ready for Integration	5 months	[redacted]
PM3	M1.4 Integration and Test Complete	7 months	[redacted]

Payment Milestone Breakdown:**PM1**

Grade	Roke FY	Days	Rate	Price
Snr Consultant/PM	20/21	[redacted]	[redacted]	[redacted]
Consultant/Senior Engineer/Analyst	20/21	[redacted]	[redacted]	[redacted]
Engineer/Analyst	20/21	[redacted]	[redacted]	[redacted]
Materials				[redacted]
Total Price				[redacted]

PM2

Grade	Roke FY	Days	Rate	Price
Snr Consultant/PM	21/22	[redacted]	[redacted]	[redacted]
Consultant/Senior Engineer/Analyst	21/22	[redacted]	[redacted]	[redacted]
Engineer/Analyst	21/22	[redacted]	[redacted]	[redacted]
Total Price				[redacted]

PM3

Grade	Roke FY	Days	Rate	Price
Snr Consultant/PM	21/22	[redacted]	[redacted]	[redacted]
Consultant/Senior Engineer/Analyst	21/22	[redacted]	[redacted]	[redacted]
Engineer/Analyst	21/22	[redacted]	[redacted]	[redacted]
Total Price				[redacted]

Payment Milestone (Option):

Payment Milestone Ref	Description/Deliverable	Due Date	Price
PM4	Completion WP3.2 (Systems assembly)	1 Jul 2022	[redacted]

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PM5	Concept Demonstrator	31 Aug 2022	[redacted]
Total			[redacted]

13. Total Firm Price

Core: £[redacted]Excl VAT

Option: £[redacted]Excl VAT

Total: £668,455 Excl VAT

14. Timescale/Completion Date: 31 Aug 2022

15. Validity of Quotation: 90 days from 10 May 2021

16. Signed on behalf of Contractor:

17. Prepared by: Sue Pearce	18. Date Prepared: 29/07/21
19. Approved by: Lee Jennings	20. Date Approved: 29/07/21

PART 3

AUTHORITY AUTHORISATION: (To be completed by the Authority)

20. Comments / Additional Conditions (if applicable – for commercial use only)

The Authority signs below in acceptance of Roke Manor Research Limited's tender submitted to the Defence Sourcing Portal at 07/05/2021 and as clarified between 24th May and 9th June 2021 by Sue Pearce and thereby gives its authorisation to proceed with the core and option.

See Appendix A to this Tasking Authorisation Form for Limitation of Contractor's Liability Clause.

21. Authority Project Officer Authorisation

It is confirmed that the Man-hours and Materials quoted at Part 2 (including Annexes) are considered to be commensurate with the requirement specified at Part 1 and therefore recommended for acceptance.

22. Name [n/a- approved internally]

23. Post

24. Date

25. Signature

26. Authority's Commercial Manager Authorisation

You are hereby authorised to proceed with the work detailed under Issue of this TAF under the Terms and Conditions of Contract **700005123** at a FIRM Price of £668,455

27. Name: Katherine Ashby-Taylor

28. Post: DES Space-Comrcl1

29. Date 29/07/21

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30. Signature <i>K.H. Ashby-Taylor</i> (signed electronically)		
31. Accounting information (For Authority Internal use only):		
32. LPC:		33. RCA/RFA:
34. RAC:	35. UIN:	36. Vat Code:

PART 4 AUTHORITY'S TERMINATION FORM:

37. The Authority hereby gives notice of its rights under the Contract to:	
37.a. Terminate the TASK in whole	☐
37.b. Terminate the TASK in part	☐
<i>38. Note: Where the Authority ticks 32.b. the part which is to be terminated is to be identified below in paragraph 33.</i>	
39. The following parts of the task are to be terminated:	
<Insert elements to be terminated>	
40. Project Officer Authorisation	
41. Name	
42. Post	
43. Date	
44. Signature	
45. Authority's Commercial Manager	
46. Name	
47. Post	
48. Date	
49. Signature	

APPENDIX A

Limitation of Contractor's Liability Clause

1. LIMITATIONS ON LIABILITY

Unlimited liabilities

1.1 Neither Party limits its liability for:

- 1.1.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);
- 1.1.2 fraud or fraudulent misrepresentation by it or its employees;
- 1.1.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 1.1.4 any liability to the extent it cannot be limited or excluded by law.

1.2 The financial caps on the Contractor's liability set out in Clause 1.4 below shall not apply to the following:

- 1.2.1 for any indemnity given by the Contractor to the Authority under this Contract, including but not limited to DEFCONs 514A, 656A and condition 42;
- 1.2.2 the Contractor's indemnity in relation to DEFCON 91 (Intellectual Property in Software) and condition 34 (Third Party IP – Rights and Restrictions); and
- 1.2.3 breach by the Contractor of DEFCON 532B and Data Protection Legislation

1.3 The financial caps on the Authority's liability set out in Clause 1.5 below shall not apply to the following:

- 1.3.1 for any indemnity given by the Authority to the Contractor under this Contract, including but not limited to DEFCONs 514A, 656A and condition 42.

Financial limits

1.4 Subject to Clauses 1.1 and 1.2 and to the maximum extent permitted by Law:

1.4.1 Throughout the Term of the Contract the Contractor's total liability in respect of losses that are caused by Defaults of the Contractor shall in no event exceed:

- (i) in respect of DEFCON 76 (SC2) five hundred thousand pounds (£500,000) in aggregate;
- (ii) in respect of condition 43b six hundred and sixty-eight thousand four hundred and fifty-five pounds (£668,455) in aggregate;
- (iii) in respect of DEFCON 611 (SC2) five hundred thousand pounds (£500,000) in aggregate;
- (iv) and in respect of condition 28d [£ pounds] (£[]) in aggregate;

1.4.2 without limiting Clause 1.4.1 and subject always to Clauses 1.1, 1.2 and 1.4.3, the Contractor's total liability throughout the Term in respect of all other liabilities but excluding any Service Credits paid or payable whether in contract, in tort (including negligence), arising under warranty, under statute or otherwise under or in connection with this Contract shall be One million six hundred and sixty-eight thousand four hundred and fifty-five pounds (£1,668,455) in aggregate.

1.4.3 on the exercise of any and, where more than one, each option period or agreed extension to the Term, the limitation of the Contractor's total liability (in aggregate) set out in

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Clauses 1.4.1 and 1.4.2 above shall be fully replenished such that on and from each such exercise or extension of the Term, the Authority shall be able to claim up to the full value of the limitation set out in Clauses 1.4.1 and 1.4.2 of this Contract.

1.5 Subject to Clauses 1.1, 1.3 and 1.6, and to the maximum extent permitted by Law the Authority's total liability (in aggregate) whether in contract, in tort (including negligence), under warranty, under statute or otherwise under or in connection with this Contract shall in respect of all liabilities (taken together) be limited to the Charges paid by the Authority in the relevant Contract Year in respect of any and all claims in that Contract Year.

1.6 Clause 1.5 shall not exclude or limit the Contractor's right under this Contract to claim for the Charges.

Consequential loss

1.7 Subject to Clauses 1.1, 1.2 and 1.8, neither Party shall be liable to the other Party or to any third party, whether in contract (including under any warranty), in tort (including negligence), under statute or otherwise for or in respect of:

- 1.7.1 indirect loss or damage;
- 1.7.2 special loss or damage;
- 1.7.3 consequential loss or damage;
- 1.7.4 loss of profits (whether direct or indirect);
- 1.7.5 loss of turnover (whether direct or indirect);
- 1.7.6 loss of business opportunities (whether direct or indirect); or
- 1.7.7 damage to goodwill (whether direct or indirect),

even if that Party was aware of the possibility of such loss or damage to the other Party.

1.8 The provisions of Clause 1.7 shall not restrict the Authority's ability to recover any of the following losses incurred by the Authority to the extent that they arise as a result of a Default by the Contractor:

1.8.1 any additional operational and administrative costs and expenses arising from the Contractor's Default, including any costs paid or payable by the Authority:

- (i) to any third party;
- (ii) for putting in place workarounds for the Contractor Deliverables and other deliverables that are reliant on the Contractor Deliverables; and
- (iii) relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;

1.8.2 any or all wasted expenditure and losses incurred by the Authority arising from the Contractor's Default, including wasted management time;

1.8.3 the additional cost of procuring and maintaining in place transitional assistance and replacement deliverables for the remainder of the Term and any option period or agreed extension to the Term (including legal and other consultants' fees, re-procurement project costs, other expenses associated with such exercise and any increase in the fees for the replacement services over and above the Contract Price that would have been payable for the relevant Contractor Deliverables);

1.8.4 any losses arising in connection with the loss, destruction, corruption, inaccuracy or degradation of Authority data, or other data or software, including, to the extent the Authority data, other data or software can be recovered or reconstituted, the fees, costs and expenses of reconstituting such Authority data, data or software;

1.8.5 damage to the Authority's physical property and tangible assets, including damage under DEFCONs 76 (SC2) and 611 (SC2);

1.8.6 costs, expenses and charges arising from, or any damages, account of profits or other award made for, infringement of any third-party Intellectual Property Rights or breach of any obligations of confidence;

1.8.7 any additional costs incurred by the Authority in relation to the Authority's contracts with a third party (including any compensation or interest paid to a third party by the Authority) as a result of the Default (including the extension or replacement of such contracts);

1.8.8 any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty; or

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1.8.9 any savings, discounts or price reductions during the Term and any option period or agreed extension to the Term committed to by the Contractor pursuant to this Contract.

Invalidity

1.9 If any limitation or provision contained or expressly referred to in this Clause [1] is held to be invalid under any Law, it will be deemed to be omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Clause [1].

Third party claims or losses

1.10 Without prejudice to any other rights or remedies the Authority may have under this Contract (including but not limited to any indemnity claim under DEFCONs 91 and condition 34 or at Law), the Authority shall be entitled to make a claim under this Contract against the Contractor in respect of any losses incurred by the Authority which arise out of a claim made against the Authority by a third party under any contract with that third party provided that such third party claim:

1.10.1 arises naturally and ordinarily as a result of the Contractor's failure to provide the Contractor Deliverables or failure to perform any of its obligations under this Contract; and

1.10.2 is a type of claim or loss that would have been recoverable under this Contract if the third party were a party to this Contract (whether as the Authority or the Contractor), such claim to be construed as direct losses for the purpose of this Contract.

No double recovery

1.11 Neither Party shall be entitled to employ such rights and remedies available to it so as to seek to recover more than once in respect of the same loss, but the Authority shall be entitled to use (singly or together) such rights and remedies available to the Authority so as to recover the full extent of any recoverable losses suffered or incurred, including any remedies the Authority may have against any guarantor.