

RCloud Tasking Form – Part A: Task Overview

1. Project Title and Return Deadline

Top Level Budget (TLB)	Redacted under FOI Exemption
Title of Requirement	Redacted under FOI Exemption
Requisition No.	RQ0000024688
Tasking Form Version	0.3
Deadline for Clarification Questions	10/02/2023
Return Deadline	10/03/2023

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	01/10/2023
	Anticipated End Date	31/03/2027
Highest Security Classification ¹	Tasking Form (including supporting documentation)	Redacted under FOI
	Work to be undertaken:	Redacted under FOI
	Deliverables / Outputs:	Redacted under FOI
Pricing Mechanism	Redacted under FOI	

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>.

<p>Intellectual Property Rights (IPR)</p>	<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> <p>Are the project 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"</p> <p>If the answer is "YES", then Suppliers are required to provide further details as followings:</p> <p>IPR Restrictions</p> <p>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.</p> <p>2. In particular, you must identify:</p> <p>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;</p> <p>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;</p> <p>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</p> <p>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.</p> <p>3. You must provide the Authority with details of every restriction and obligation referred to in paragraphs 1 and 2. The Authority will not acknowledge any such restriction unless so notified using DEFFORM 711</p>
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	<p>or as otherwise agreed under any resultant Contract. You must also provide, on request, any information required for authorisation to be given under Section 2 of the Defence Contracts Act 1958.</p> <p>4. You should refer to the DEFFORM 711 Explanatory Notes for further information on how to complete the form.</p>
Cyber Risk Level	Redacted under FOI Exemption
Cyber Risk Assessment (RA) Reference²	Redacted under FOI Exemption
Research Worker Forms	Required
Research Worker Form Process	<p>Redacted under FOI Exemption</p> <p>Redacted under FOI Exemption</p> <p>Redacted under FOI Exemption</p> <p>Redacted under FOI Exemption</p> <p>Redacted under FOI Exemption</p> <p>Redacted under FOI Exemption</p> <p>Redacted under FOI Exemption</p>
Additional Terms and Conditions (if applicable)	
<p>1) Intellectual Property:</p> <p>a) Redacted set out to confirm that additional rights are sought to enable information contained within Contract deliverables to be shared with other MOD departments, international partners and contractors, in support International Research Collaboration.</p> <p>2) Annex B: Notification of Intellectual Property Rights (IPR) Restrictions:</p> <p>a) Where any of the conditions contained within Clause 7 'Intellectual Property, Data and Confidentiality' of the R-Cloud (Version 4) Terms and Conditions or where other similar notification obligations exist, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those conditions, or of which the Contractor is or should reasonably be aware as at the date of the Contract, are disclosed in R-Cloud Tasking Form – Part C: Task Response Form, Annex B.</p> <p>b) The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in Annex B 'Notification of Intellectual Property Rights (IPR) Restrictions'.</p> <p>c) Any amendment to R-Cloud Tasking Form – Part C: Task Response Form, Annex B 'Notification of Intellectual Property Rights (IPR) Restrictions' shall be made in accordance with Clause 3 'Amendments to Contract'.</p> <p>3) Approval of a proposed PhD candidate:</p> <p>a) Redacted sets out to confirm in instances where a student has not been identified and approved to undertake the PhD, Redacted under FOI Exemption</p> <p>4) Redacted under FOI Exemption</p>	

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>

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]
Redacted under FOI Exemption	Redacted under FOI Exemption
Research Worker Form	[See the RCloud Portal]
Statement Relating to Good Standing	[see the RCloud Portal – Tasking Form Part C, Annex A]
DEFFORM 711	[see the RCloud Portal – Tasking Form Part C, Annex B]

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 **Redacted under FOI Exemption** and other requirements set out in the **Redacted under FOI Exemption**. 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 [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 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> <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.