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| **Question** | **Answer** |
| The main query we have is regarding the Preliminary Design for the ADR mission that the bidder needs to submit during the bidding process. How detailed this needs to be? Are you requiring that the companies already be at the Preliminary Design phase (for the similar ADR mission) at the time of bidding, or they need to build towards a preliminary design phase by the end of the project? Moreover, if the requirement of this project is to have the bidders already matured to a preliminary design by the time they are submitting this proposal, then not much of work will be available for the 9 month duration of this project, in terms of further refining of cost estimates and other tasks.  Perhaps our understanding of the scope is wrong and we would like to clarify it before we put the effort to build the proposal. | The detail of requirements for the project can be found in **SBRI-ADR Competition Brief** document, section **5 -Scope**. In summary, applicants are expected to be at a Preliminary Design maturity for technical work for entry to the project. The purpose of the cost estimation maturation is to refine programmatic elements, to better understand costs of the potential future mission, understand risk and schedule, and understand the supply chain for the project – at entry to the project these are expected to be coarse (i.e. subsystem level) with maturation to come through the project.  Please refer to the documents attached in Contracts Finder for full details on the requirements. |
| Our request for clarification focusses on the Clauses 14 and 15 - Intellectual Property Rights and more precisely on Background and Foreground IP.  In these clauses, the Contractor grants to any third party a non-exclusive, non-sublicensable UK wide sublicence to use the FIPR at a fair and reasonable market price, even if such licensing is against its legitimate commercial interest. The Authority seems to retain the right to grant a sublicence to such third party even if the Contractor refuses to grant a limited licence following the Authority’s written request. Finally, if the Contractor fails to commercially exploit any identified Intellectual Property in the Results or Foreground IP within 3 years, and is not making best efforts to do so, the Contractor must, after consultation and upon written request, promptly assign these rights to the Authority, with each party bearing its own costs. We believe three years is too short a period given the nature of this programme and it would appear that the Authority would be entitled to potentially license, sub-license, or assign the Contractor’s IPRs to competitors without any recourse at all for the Contractor, even if such sublicensing is contrary to the Contractor’s legitimate commercial interests and impacts the suitability of the Contractor’s activities and business operations.  We would thus appreciate the Authority’s views and clarification on these topics. | Yes, your understanding of these provisions is correct.  The contract is mandated by UKRI, as the custodians of SBRI, and the standard contractual provisions cannot be amended.  The contract has been extensively worked on to ensure it remains ‘pre-procurement’ and that the clauses 14 to 16 correctly reflect the allocation for IPR.  The IP rights under SBRI differ from the Grant Funding Agreement as the work is 100% funded by the Authority and bidders are expected to work towards commercial exploitation beyond the SBRI phase. Commercialization of ideas is a key focus of the framework; hence suppliers are asked to present their plans for taking their products/solutions to the market in the future and are being assessed on it.  The terms and conditions are not negotiable. Moving the timeframe from 3 to 5-year period would require UKRI endorsement.  To clarify the intension of provision 15.6- the Authority might or might not exercise the right to request reassignment of Foreground IP to the Authority but, as they are funding 100% of the development work, they have the right to do so. |
| We have carefully reviewed the attachments for the full competition guidance as well as the ContractsFinder.service.gov.uk website and have been unable to determine how best to send/submit the proposal before Friday **14 June at 14:00.**  Our understanding is that we should send our proposal to the same address as this email: [Commercial@ukspaceagency.gov.uk](mailto:Commercial@ukspaceagency.gov.uk)  Could you kindly confirm or correct our understanding as appropriate? | Yes, this is correct. Please submit your proposal in the attachment format to [commercial@ukspaceagency.gov.uk](mailto:commercial@ukspaceagency.gov.uk)  However, if your complete submission is too large to be sent this way please follow the instructions below:  Please submit the following documents from your tender pack as attachments to the email and send to the [commercial@ukspaceagency.gov.uk](mailto:commercial@ukspaceagency.gov.uk) before the deadline on **14th June 2024 at 14:00pm UK time.**   1. Annex I – Application Form 2. Annex C -SBRI Finance Sheet 3. Annex E- IP Declaration   For the very large PD pack we will provide you with the access permissions to the secure Share Point area where you will be able to upload the documents. Please let us know if this is the case and this option is required.  The deadline for uploading the documents to our secure SharePoint area will be Tuesday **18th of June at 12.00pm UK time.** |

ADR Phase 2 – FAQs/CLARIFICATIONS