

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.	RQ0000025608
Purchasing Agreement Number	Redacted under FOI Exemption
Purchase Order Number	Redacted under FOI Exemption
Tasking Form Version	1.0
Deadline for Clarification Questions	20/02/2023
Return Deadline	20/03/2023

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	02/10/2023
	Anticipated End Date	31/03/2027
Highest Security Classification ¹	Tasking Form (including supporting documentation)	Redacted under FOI Exemption
	Work to be undertaken:	Redacted under FOI Exemption

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>.

- 1) Intellectual Property:
 - a) The Authority sets 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 Suppliers, in support International Research Collaboration.
- 2) Annex B: Notification of Intellectual Property Rights (IPR) Restrictions:
 - 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 Supplier warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Supplier Deliverables that are notifiable under those

conditions, or of which the Supplier 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.

- b) The Supplier 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'.
- 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'.

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4. Redacted under FOI Exemption

Plastic Packaging Tax

1. For the purposes of this Condition, the following words and expressions shall have the meaning set out below:
 - a. "PPT Legislation" means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022;
 - b. "PPT" means a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021;
 - c. "Plastic Packaging Component(s)" shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation
2. The Supplier shall ensure that any PPT due in relation to this Contract is paid in accordance with the PPT Legislation.
3. The Contract Price includes any PPT that may be payable by the Supplier in relation to the Contract.
4. On reasonable notice being provided by the Authority, the Supplier shall provide and make available to the Authority details of any PPT they have paid that relates to the Contract.
5. The Supplier shall notify the Authority, in writing, in the event that there is any adjustment required to the Contract Price in accordance with section 70 of the Finance Act 2021 and, on reasonable notice being provided by the Authority, the Supplier shall provide any such information that the Authority requires in relation to any such adjustment.
6. In accordance with RCloud V4 Condition 17(Contractor's Records) the Supplier (and their sub-contractors) shall maintain all records relating to PPT and make them available to the Authority when requested on reasonable notice for reasons related to the Contract.
7. Where the Supplier manufactures, purchases or imports into the UK any Plastic Packaging Component in relation to the Contract the Supplier shall, on reasonable notice being given, provide the Authority with such information and documentation that it requires to enable the Authority to carry out due diligence checks and satisfy itself that the Supplier has complied with the requirements of the PPT Legislation. This shall include, but is not limited to the Supplier providing:
 - a. confirmation of the tax status of any Plastic Packaging Component;
 - b. documents to confirm that PPT has been properly accounted for;
 - c. Product specifications for the packaging components, including, but not limited to, the weight and composition of the products and any other product specifications that may be required; and
 - d. Copies of any certifications or audits that have been obtained or conducted in relation to the provision of Plastic Packaging Components.
8. The Authority shall have the right, on providing reasonable notice, to physically inspect or conduct an audit on the Supplier, to ensure any information that has been provided in accordance with clause 7 above is accurate.
9. In the event the Supplier is not required to register for PPT they (and to the extent applicable, their sub-contractors) shall provide the Authority with a statement to this effect and, to the extent reasonably required by the Authority on reasonable notice, supporting evidence for that statement.
10. The Supplier shall provide, on the Authority providing reasonable notice, any information that the Authority may require from the Supplier for the Authority to comply with any obligations it may have under the PPT Legislation.

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]
Redacted under FOI Exemption	[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 Supplier, 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 Supplier 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
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 Redacted under as a FULL RIGHTS VERSION and, except with the prior written permission of [Supplier name(s)], Redacted under 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 Redacted under FOI Exemption (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 Redacted under 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 Redacted under as a LIMITED RIGHTS VERSION and, except with the prior written permission of [Supplier name(s)], Redacted under rights of dissemination of the document are limited to Redacted under Redacted under FOI Exemption 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 **Redacted** 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 Redacted under FOI Exemption

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.